रजिस्ट्री सं० डी० एल० (एन) 04/0007/2003—05 REGD. NO. D. L. (N)04/0007/2003—05

भारत का राजपत्र
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No. 47] NEW DELHI, NOVEMBER 16—NOVEMBER 22, 2008, SATURDAY/KARTIKA 25—AGRAHAYANA 1, 1930

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 12 नवंबर, 2008

का.आ. 3078.— सर्वसाधारण की जानकारी के लिए एतद्द्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ. के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (iii) के प्रयोजनार्थ दिनांक 1-4-2002 से संगठन नेशनल इंस्टीट्यूट ऑफ पब्लिक फाइनेन्स एण्ड पालिसी, नई दिल्ली को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगे "अन्य संस्था" की श्रेणी में अनुमोदित किया गया है, अर्थात्:—

(i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग सामाजिक विज्ञान में अनुसंधान के लिए किया जाएगा;

(ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से सामाजिक विज्ञान अथवा सांख्यिकीय अनुसंधान करेगा;

(iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसको द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;

(iv) अनुमोदित संगठन सामाजिक विज्ञान में अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन:-

(क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा

(ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा

(ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित सामाजिक विज्ञान अथवा सांख्यिकीय अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा

(घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा

(ङ) उक्त नियमावली के नियम 5ग और 5ङ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (iii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 105/फा.सं.203/21/2008-आ.क.नि.-II]

रेनु जौहरी, निदेशक (आ.क.नि.-II)

MINISTRY OF FINANCE

(Department of Revenue)
(Central Board of Direct Taxes)

New Delhi, the 12th November, 2008

S.O. 3078. It is hereby notified for general information that the organization National Institute of Public Finance & Policy, New Delhi has been approved by the Central Government for the purpose of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with rules 5C and 5E of the Income tax Rules, 1962 (said Rules) with effect from 1-4-2002 in the category of "other Institution" partly engaged in research activities subject to the following conditions, namely :-

(i) The sums paid to the approved organization shall be utilized for research in social sciences;

(ii) The approved organization shall carry out research in social science or statistical research through its faculty members or its enrolled students;

(iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of [illegible] having jurisdiction over the case, [illegible] furnishing the [illegible] Section 139 of the said Act;

(iv) The approved organization shall [illegible] separate statement [illegible] applied for research [illegible] statement duly certified by the auditor [illegible] the report of audit referred to above;

2. The Central Government shall [illegible] approval if the approved organization

(a) fails to maintain [illegible] reflects therein sub-paragraph [illegible] 1; or

(b) fails to furnish its audit report reffered to in sub-paragraph (iii) of paragraph 1; or

(c) fails to furnish its statement of the donations recieved and sums applied for reserch in social sciences or statistical research referred to in sub-paragraph (iv) of paragraph 1; or

(d) ceases to carry on its research activities or its research activities are not found to be genuine, or

(e) ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of Section 35 of the said Act, read with Rules 5C and 5E of the said Rules.

[Notification No. 105/F. No. 203/21/2008-ITA-II]

RENU JAUHRI, Director (ITA-II)

का.आ. 3079.— सर्वसाधारण की जानकारी के लिए एतद्द्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग तथा 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के [illegible] के प्रयोजनार्थ दिनांक 1-4-2002 से संगठन एम. पी. बिरला [illegible] इंस्टीट्यूट ऑफ मैनेजमेंट, कोलकाता को निम्नलिखित शर्तों के अधीन वैज्ञानिक अनुसंधान संघ" की श्रेणी में अनुमोदित किया गया है, अर्थात् :-

(i) अनुमोदित "वैज्ञानिक अनुसंधान संघ" का एक मात्र उद्देश्य वैज्ञानिक अनुसंधान [illegible] होगा;

(ii) अनुमोदित [illegible] वैज्ञानिक अनुसंधान क्रिया-कलाप को जारी रखेगा;

(iii) अनुमोदित [illegible] बही-खाता रखेगा तथा उक्त अधिनियम की धारा 288 की [illegible] उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार [illegible] बही-खाता की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अंतर्गत आय विवरणी प्रस्तुत [illegible] की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ;

(iv) अनुमोदित [illegible] वैज्ञानिक अनुसंधान के लिए प्राप्त [illegible] दिए गए स्पष्ट राशि का [illegible] उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ [illegible] वैज्ञानिक अनुसंधान विवरण की प्रति प्रस्तुत करेगा ;

2. केंद्र सरकार [illegible] अनुमोदित [illegible] यदि :-

(क) पैराग्राफ 1 के [illegible] में उल्लिखित लेखा [illegible] रखेगा; अथवा

(ख) पैराग्राफ 1 के [illegible] (iii) में उल्लिखित अपना [illegible] रिपोर्ट प्रस्तुत [illegible]; अथवा

(ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा; अथवा

(घ) अपना अनुसंधान कार्य कलाप करना बंद कर देगा अथवा इसके अनुसंधान कार्य कलाप को जायज नहीं पाया जाएगा; अथवा

(ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के उपबंधों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 104/2008/फा.सं.203/78/2004-आ.का.नि.-II]
रेनू जौहरी, निदेशक (आ.का.नि.-II)

New Delhi, the 12th November, 2008

S.O. 3079.— It is hereby notified for general information that the organization M.P. Birla Medical Research Centre, Kolkata , has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with rules 5C and 5D of the Income-tax Rules, 1962 (said Rules) with effect from 1-4-2000 in the category of 'scientific research association' subject to the following conditions, namely:—

(i) The sole objective of the approved 'scientific research association' shall be to undertake scientific research;

(ii) The approved organization shall carry out the scientific research activity by itself ;

(iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act.

(iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:—

(a) fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or

(b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1 ; or

(c) fails to furnish its statement of the donations recieved and amounts applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or

(d) ceases to carry on its research activities or its research activities are not found to be genuine; or

(e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of section 35 of the said Act, read with rules 5C and 5D of the said Rules.

[Notification No.104/2008/F. No. 203/78/2004-ITA -II]

RENU JAUHRI, Director (ITA-II)

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 14 नवम्बर, 2008

का.आ. 3080.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 9 के उपखंड (2) (क) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खंड (ङ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा श्री रघुरामन, विशेष सहायक, कॉर्पोरेशन बैंक, इन्द्रा नगर, चेन्नै को उनकी नियुक्ति की तिथि से तीन वर्षों के लिए अथवा उनके कारपोरेशन बैंक के कर्मचारी बने रहने तक अथवा अगले आदेशों तक, जो भी पहले हो, कॉर्पोरेशन बैंक के निदेशक मंडल में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है।

[फा.सं. 15/11/2007-आईआर]

राजेन्द्र सूद, अवर सचिव

(Department of Financial Services)

New Delhi, the 14th November, 2008

S.O. 3080.— In exercise of the powers conferred by clause (e) of the Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with Sub-clause (2) (a) of Clause 9 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri V. Raghuraman, Special Assistant, Corporation Bank, Indranagar, Chennai as Workmen Employee Director on the Board of Directors of Corporation Bank for a period of three years from the date of his appointment or until he ceases to be a workmen employee of the Corporation Bank or until further orders, whichever is earliest.

[F. No.15/11/2007-IR]

Rajinder Sood, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 10 नवम्बर, 2008

का.आ. 3081.—केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् अर्हता की नाम-पद्धति में परिवर्तन किए जाने के कारण उक्त अधिनियम की प्रथम अनुसूची में एतद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात्:—

प्रथम अनुसूची में—

"लखनऊ विश्वविद्यालय/छत्रपति शाहूजी महाराज विश्वविद्यालय/किंग जार्ज मेडिकल विश्वविद्यालय" के सामने शीर्षक "मान्यताप्राप्त चिकित्सा अर्हता" (इसके पश्चात स्तंभ (2) के रूप में उल्लिखित) के अंतर्गत अंतिम प्रविष्टि तथा उससे संबंधित प्रविष्टि के बाद शीर्षक 'पंजीकरण के लिए संक्षेपण' (इसके अंतर्गत स्तंभ (3) के रूप में उल्लिखित) के अंतर्गत निम्नलिखित जोड़ा जाएगा, अर्थात्:—

(2)	(3)
"डाक्टर आफ मेडिसिन (शरीर रचना विज्ञान)"	एम. डी. (शरीर रचना विज्ञान)
	(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह लखनऊ विश्वविद्यालय/छत्रपति शाहूजी महाराज विश्वविद्यालय/ किंग जार्ज मेडिकल विश्वविद्यालय द्वारा प्रदान की गई हो।)

[सं. यू-12012/880/2008-एमई(पी II)]

एन. वारिक, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 10th November, 2008

S.O. 3081.— In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change of nomenclature of the qualification namely:—

In the said Schedule—

(a) against "Lucknow University/Chhatrapati Shahuji Maharaj University/King George Maharaj University" under the heading 'Recognised Medical Qualification [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
"Doctor of Medicine (Anatomy)"	M.D. (Anatomy)
	"This shall be a recognised medical qualification when granted by Lucknow University/Chhatrapati Shahuji Maharaj University/King George Medical University."

[No. U-12012/880/2008-ME (P-II)]

N. BARIK, Under Secy

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 5 नवम्बर, 2008

का.आ. 3082.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक(कों) में संशोधन किया गया/किये गये है:

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1	2	3	4
1.	आई एस 1856:2005 ढलाई प्रयोजनों के इस्तेमाल के लिए इस्पात की तार रस्सियां -विशिष्टि (तीसरा पुनरीक्षण)	संशोधन नं. 2 मई 2008	13 अक्टूबर 2008
2	आई एस 3196 (भाग 1) : 2006 अल्प दाब इस्पात गैसों के लिए 5 लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर भाग 1 द्रवित पैट्रोलियम गैस (एल पी जी) के लिए सिलिंडर की विशिष्टि (पाँचवा पुनरीक्षण)	संशोधन नं. 2 मई 2008	15 अक्टूबर 2008

इस संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलोर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एमईडी/जी 2:1]

सी.के. वेदा, वैज्ञा. 'एफ' एवं प्रमुख (यांत्रिक इंजीनियरिंग)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 5th November, 2008

S.O. 3082.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1	2	3	4
1	IS 1856: 2005 steel wire ropes for haulage purpose- Specification (Third Revision)	Amendment No. 2 May 2008	13 Oct. 2008
2	IS 3196 (Part 1): 2006 Welded low carbon steel cylinders exceeding 5 liter water capacity for low pressure liquefiable gases Part 1 cylinder for Liquefied Petroleum Gases (LPG) Specification (Fifth Revision)	Amendment No. 2 May 2008	15 Oct. 2008

Copy of this Standard is available fpr sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapram.

[Ref: MED/G-2:1]

C.K.VEDA, Sc. F & Head (Mechanical Engineering)

नई दिल्ली, 7 नवम्बर, 2008

का.आ. 3083.–भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गये हैं वे स्थापित हो गए हैं:—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1	2	3	4
1.	आई एस 9444:2007 ईंधन के लिए तेल आपूर्ति के संस्थापन की रीति संहिता- आग्नेय भट्टियां (पहला पुनरीक्षण)	–	31 अक्तूबर, 2007

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली–110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर पटना, पूणे तथा तिरूवनंतापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एमटीडी/26/टी-21]

डा. (श्रीमती) स्नेह भाटला, वैज्ञानिक एफ एवं प्रमुख (एमटीडी)

New Delhi, the 7th November, 2008

S.O. 3083.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards if any, superseded by the New Indian, Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 9444: 2007 Code of practice for installation of oil supply units for fuel—fired furnaces (First Revision)	—	31 Oct. 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD/26/T-21]

Dr. (Mrs.) SNEH BHATLA, Scientist F & Head (Met. Engg.)

नई दिल्ली, 10 नवम्बर, 2008

का.आ. 3084.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) [illegible] में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण [illegible] अनुसूची में दिए गए हैं, वे स्वीकृत [illegible] गए हैं।

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	[illegible]	भाग	अनुभाग	वर्ष
1	2	3	4	5	6			7
1.	7867305	26-8-2008	टेहरे ज्वैलर्स, मैन रोड हदगाव, जिला न्यू नांदेड, 431604 महाराष्ट्र	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	[illegible]			1999
2.	7867507	27-8-2008	देवगांवकर सर्राफ झेंडे के मार्केट, कोल्हार चौक, ताल्लुका राहाता, जिला अहमदनगर 413710	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	[illegible]			1999
3.	7868509	28-8-2008	सनफ्रेश एग्रो इंडस्ट्रीज प्लॉट नं. यू-4, प्रभात मेगा फूड पार्क एट निर्मलनगर पोस्ट तिलक नगर, ताल्लुका राहाता, जिला अहमदनगर 413720, महाराष्ट्र	मलाई निकाला हुआ दूध पाउडर भाग 1 मानक श्रेणी	[illegible]		01	1998
4.	7857403	22-8-2008	स्वराज इंडिया इंडस्ट्रीज लिमिटेड स. नं. 406/407, एम.आई.डी.सी. तालुका फलटन, जिला सातारा-415523, महाराष्ट्र	दूध पाउडर	[illegible]			2002
5.	7869107	2-9-2008	रेक्स पॉलीएक्सट्रूसन लिमिटेड प्लॉट नं. एल-7, 8 एवं 9 एम आय.डी.सी. कुपवाड एरिया मिरज-416436, महाराष्ट्र	अप्लास्टिक पॉलीविनायल क्लोराइड (यूपीवीसी) ड्रेनेज के लिए नालीदार सिंगल वॉल पाइप्स	[illegible]			2004
6.	7869511	4-9-2008	नारायणदास खासूदेवडम्स [illegible] 190, सदाशिव पेठ, पासी [illegible] कार्नर, जिला सातारा-41[illegible] महाराष्ट्र	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	[illegible]			1999
7.	7869612	5-9-2008	चित्तरंजन गोरखनाथ [illegible] सर्राफ एंड ज्वैलर्स दुकान नं. 3 एवं 4 241, एरंडेश्वर, [illegible] बिल्डिंग बैंक ऑफ महाराष्ट्र के पास, कर्वे रोड, जिला पुणे-411004, महाराष्ट्र	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	[illegible]			1999
8.	7870189	8-9-2008	एम बी अष्टेकर 828 [illegible] पेठ, सोन्या मारुति चौक जिला पुणे-411002, महाराष्ट्र	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	[illegible]			1999
9.	7870492	9-9-2008	अरुण भास्कर सर्राफ 1410 [illegible] घर संख्या 1149, पंप रोड, चावडी संगमनेर के पास, [illegible]	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	[illegible]			1999

1	2	3	4	5	6	7	8
10.	7870593	10-9-2008	रांका ज्वैलर्स पिंपरी चिंचवड, 4510/1, एम्पायर इस्टेट पुणे-मुंबई रोड, चिंचवड, जिला पुणे-411019, महाराष्ट्र	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	1417		1999
11.	7865301	10-9-2008	श्री साईं प्लास्टिक मॉल्डिंग एंड इलैक्ट्रीकल्स, स. नं. 7/2/3, साई दत्त नगर धनकवडी, जिला पुणे-411043, महाराष्ट्र	1100 वोल्ट सहित और इस कार्यकारी वोल्टेज तक के लिए पीवीसी इंसुलीकृत	694		1990
12.	7860792	9-9-2008	क्लासिक अक्वुआ, गट संख्या 926/2, एट पोस्ट अदारकी, तालुका फलटन, जिला सातारा, महाराष्ट्र	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		2004
13.	7870997	12-9-2008	श्री महालक्ष्मी ज्वैलर्स, 19,नगर अली, हडपसर, जिला पुणे-411028, महाराष्ट्र	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	1417		1999
14.	7851589	9-9-2008	जयलक्ष्मी अक्वुआ प्रा. लि., गट संख्या 299 संगमनेर, तालुका भोर, जिला पुणे-412206, महाराष्ट्र	पैकेजबंद पेयजल(पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		2004
15.	7872597	18-9-2008	एस. रतनलाल बोरा, 112/2बी, कालकाई रोड एट पोस्ट-तालुका, शिरगोंडे, जिला अहमदनगर, महाराष्ट्र	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	1417		1999
16.	7873195	10-9-2008	सैंट गोबन सेक्रीट इंडिया लि., चाकन डिवीजन, गट संख्या 616/617 और 621 नासिक-पुणे हाइवे के पास, गांव कुरुली, तालुका खेड, जिला पुणे-410501, महाराष्ट्र	सुरक्षा ग्लास -भाग -2 सड़क परिवहन के लिए	2553	2	1992
17.	7873401	22-9-2008	मालप्पा विरप्पा मजाटी, 43, लक्ष्मी मार्केट, मिरज, तालुका मिरज, जिला सांगली-416410, महाराष्ट्र	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	1417		1999
18.	7873603	5-9-2008	गुडईयर साउथ एशिया टायर्स प्राइवेट लिमिटेड, एच-18, एमआयडीसी इंडस्ट्रीयल एरिया, वालुज, जिला औरंगाबाद-431136	स्वचलित वाहन-सवारी वाहनों के लिए वातिल टायर्स-आड़ी और रेडियल प्लाई ।	15633		2005
19.	7873704	5-9-2008	गुडईयर साउथ एशिया टायर्स प्राइवेट लिमिटेड, एच-18, एमआयडीसी इंडस्ट्रीयल एरिया, वालुज, जिला औरंगाबाद-431136, महाराष्ट्र	स्वचलित वाहन-व्यावसायिक वाहनों के लिए वातिल टायर्स-आड़ी और रेडियल प्लाई ।	15636		2005

1	2	3	4	5	6	7
20.	7861996	23-9-2008	कोल्हापुर जिला सहकारी दूध उत्पादक संघ लिमिटेड, बी-1, एमआइडीसी, गोकुल शिरगांव, तालुका करवीर, जिला कोल्हापुर-416234 महाराष्ट्र	दूध पाउडर	1165	2002
21.	7874807	25-9-2008	श्रीयश ज्वैलर्स, दुकान नं. 8, प्लॉट नं. 49, गणेश कान्हे, सहकारी गरुड रचना संस्था, महेश सोसायटी बिबवेवाडी, जिला पुणे-411037, महाराष्ट्र	स्वर्ण और स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	1417	1999

[सं. सी एम डी/13:11]

पी.एस. राघवेन, उप महानिदेशक (मुहर)

New Delhi, the 10th November, 2008

S.O. 3084.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part	Section	Year
1	2	3	4	5	6			7
1.	7867305	26-8-2008	Tehare Jwellers, Main Road, Hudco, District New Nanded-431603 Maharashtra	Gold and gold alloys, Jewellery/artefacts-Fineness and marking	1417			1999
2.	7867507	27-8-2008	Dedgaonkar Saraf, A/K, Market, Kolhar Bk Taluka Rahata, District Ahmednager, 413710	Gold and gold alloys, Jewellery/artefacts-Fineness and marking	1417			1999
3.	7868509	28-8-2008	Sunfresh Agro Industries Pvt., Ltd., Plot No. C-1 Prabhat Mega Food Park, At Nirmalnagar, Post Tilaknagar, Taluka Rahata, District Ahemednagar 413720	Skimmed milk powder Part I standard grade	13334	01		1998
4.	7857403	22-8-2008	Swaraj India Industries Ltd., S.No. 406/407 A/P Nimbhore Taluka Phaltan, District Satara-415523 Maharashtra	Milk powder	1165			2002
5.	7869107	2-9-2008	Rex Polyextrusion Ltd Plot No. L-7, 8 & 9, MIDC Kupwad Area District Sangli-416436	Unplasticized Polyvinyl Chloride (UPVC) single wall corrugated pipes for drainage	15328			2003
6.	7869511	4-9-2008	Narayandas Vasudev Das Devi, 190, Sadashiv Peth, Moti Chowk Corner, District Satara-415002	Gold and gold alloys, jewellery/artefacts-Fineness and marking	1417			1999

1	2	3	4	5	6		7
7.	7869612	5-9-2008	Chittaranjan Gorakhnath Ashtekar Saraf & Jewellers Shop No. 3 & 4 24/1, Erandwane Pancharatna Bldg. Near Bank of Maharashtra, Karve Road, District Pune-411004	Gold and gold alloys, jewellery/artefacts-Fineness and marking	1417		1999
8.	7870189	8-9-2008	M B Ashtekar 828, Budhwar Peth, Sonya, Maruti Chowk District Pune-411002	Gold and gold alloys-jewellery/artefacts-Fineness and marking	1417		1999
9.	7870492	9-9-2008	Arun Bhaskar Saraf 1403/2, House No. 1149, Main Road, Near Charwadi Sangamner, Disrtict Ahemednagar-422605	Gold and gold alloys-jewellery/artefacts-Fineness and marking	1417		1999
10.	7870593	10-9-2008	Ranka Jewellers Pimpri Chinchwad 4510/1, Empire Estate Pune, Mumbai Road Chinchwad District Pune-411019	Gold and gold alloys-jewellery/artefacts-Fineness and marking	1417		1999
11.	7865301	10-09-2008	Shri Sai Plastic Moulding & Electricals S.No. 7/2/3 Sai Dutta Nagar Dhankawadi Pune-411043	PVC insulated cables for working voltages upto and including 1100 V	694		1990
12.	7860792	9-9-2008	Classic Aqua Gat No. 926/2 At Post Adarki Taluka Phaltan District Satara	Packaged drinking water (Other than packaged natural mineral water)	14543		2004
13.	7870997	12-9-2008	Shree Mahalaxmi Jewellers 19, Magar Ali Hadapsar District Pune-411028	Gold and gold alloys-jewellery/artefacts-Fineness and marking	1417		1999
14.	7851589	9-9-2008	Jallaxmi Aqua Pvt. Ltd. Gut No. 299 Sangamner, Taluka Bhor District Pune-412206	Packaged drinking water (Other than packaged natural mineral water)	14543		2004
15.	7872597	18-9-2008	S. Ratanlal Bora 112/2B, Kalkai Road At Post-Taluka Shrigonde District Ahmednagar	Gold and gold alloys-jewellery/artefacts-Fineness and marking	1417		1999
16.	7873195	10-9-2008	Saint Gobain Sekurit India Ltd. Chakan Division Gat No. 616/617 & 621 Near Nashik-Pune Highway Village Kuruli, Taluka Khed District Pune-410501	Safety glass-Part 2 For road transport	2553	2	1992
17.	7873401	22-9-2008	Mallappa Virappa Majati 43, Laxmi Market, Miraj Taluka Miraj District Sangli-416410	Gold and gold alloys-jewellery/artefacts-Fineness and marking	1417		1999

1	2	3	4	5	6	7
18.	7873603	5-9-2008	Goodyear South Asia Tyres Pvt. Ltd. H-18, MIDC Indl. Area Waluj District Aurangabad-431136	Automotive Vehicles-Pneumatic Tyres for Passenger Car Vehicles-Diagonal and Radial Ply	15633	2005
19.	7873704	5-9-2008	Goodyear South Asia Tyres Pvt. Ltd. H-18, MIDC Indl. Area Waluj District Aurangabad-431136	Automotive Vehicles-Pneumatic Tyres for Commercial Vehicles-Diagonal and Radial Ply	15636	2005
20.	7861996	23-9-2008	Kolhapur Zilla Sahakari Dudh Utpadak Sangh Ltd. B-1, MIDC Gokul Shirgaon Taluka Karvir District Kolhapur-416234	Milk powder	1165	2002
21.	7874807	25-9-2008	Shreeyash Jwellers Shop No. 8, Plot No. 49 Ganesh Corner Sahakari Gruh Rachana Sanstha Mahesh Society, Bibwewadi District Pune-411037	Gold and gold alloys-jewellery/artefacts-Fineness and marking	1417	1999

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 10 नवम्बर, 2008

का.आ. 3085.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम (5) के उप-नियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	भारतीय मानक संख्या एवं शीर्षक	रद्द करने की तिथि
1	7062562	फिनोलेक्स इंडस्ट्रीज लिमिटेड प्लॉट नं. 10, ब्लॉक डी-1 एमआयडीसी, चिंचवड पुणे-411019 महाराष्ट्र	भामा 12818 : 1992 बोर/ट्यूबवैल के लिए अनप्लास्टिसाइज्ड पीवीसी स्क्रीन और केसिंग पाइप्स ।	28-8-2008

[सं. सी एम डी /13:13]

पी.के. गम्भीर, उप महानिदेशक (मुहर)

New Delhi, the 10th November, 2008

S.O. 3085.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/with effect from the date indicated against each

Sr. No.	Licence No.	Name and Address of the Licensee	Article /Process with relevant Indian Standards covered by the licence cancelled	Date of cancellation
1	7062562	Finolex Industries Ltd Plot No. 10, Block D-1 MIDC, Chinchwad Pune-411019	IS 12818 : 1992 Unplasticized PVC screen and casing pipes for bore/tubewell	28-8-2008

[No. CMD/13:13]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 14 नवम्बर, 2008

का.आ. 3086.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम (4) के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

सितम्बर 2008 में स्वीकृत लाइसेंस

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	भा मा संख्या एवं शीर्षक	लाइसेंस स्वीकृत करने की तारीख
1	2	3	4	5
1.	7869915	मेसर्स कैमरॉक इंडस्ट्रीज तथा एक्सपोर्ट लिमिटेड, एट गाँव आसोज, बडोदरा हलोल एक्सप्रेस वे, ताल्लुका वाघोडिया बडोदरा-391510	जी आर पी पाईप जवाएंट तथा फिटिंग फार सिवेज, इंडस्ट्रियल वेस्ट तथा वाटर आई एस 14402:1996	8-9-2008
2.	7870290	वैराइटी पम्प इंडस्ट्रीज डी 4, डायमंड पार्क, एन एच नंबर 8, रोड, जी आई डी सी नरोडा, अहमदाबाद	मोटर्स फार सबमर्सिबल पम्पसैट आई एस 9283:1995	9-9-2008
3.	7871595	सागा विठल पम्पस प्रा. लिमिटेड 32, हरिओम एस्टेट, जी डी हाई स्कूल रोड, हीरावाड़ी, नरोडा रोड, अहमदाबाद-380025	औपनवैल सबमर्सिबल पम्पसैट आई एस 14220:1994	12-9-2008
4.	7871797	अमीधारा बीवरेज प्राची एस्टेट नंबर 10, गोठा गाम के पीछे, देवनगर रोड, अहमदाबाद	पैकेजबंद पेयजल आई एस 14543:2004	16-9-2008
5.	7871801	माँ बिवरेज प्लाट नंबर 93, 93/ए, शिव शक्ति नगर, भाथेना 3, सूरत	पैकेजबंद पेयजल आई एस 14543:2004	16-9-2008
6.	7871902	पारस इंजीनियरिंग वर्क्स नाना चिलोडा चार रास्ता होटल दासमेश के पास, एन एच नंबर 8, नरोडा, अहमदाबाद	सबमर्सिबल पम्पसैट आई एस 8034:2002	17-9-2008
7.	7872395	श्री बिवरेज प्लाट नंबर 744, रोड नंबर 744/जी आई डी सी सचिन सूरत 394230	पैकेजबंद पेयजल आई एस 14543:2004	18-9-2008
8.	7873296	सर्वोदय पम्प प्रा. लि. 70-72, परमेश्वर एस्टेट, ओमकार टैक्सटाईल के सामने, पैम्को टोल नाका, नरोडा रोड, अहमदाबाद	मोटर्स फार सबमर्सिबल पम्पसैट आई एस 9283:1995	19-9-2008
9.	7873502	साई जल बिवरेज, मैगडला डयूमस रोड, पोट कालोनी के सामने, ताल्लुका चोरासी सूरत	पैकेजबंद पेयजल आई एस 14543:2004	23-9-2008
10.	7875102	बालाजी ज्वैलर्स, शॉप नंबर 6, राजमंदिर, राजमंदिर फ्लैट के सामने, इंडिया कालोनी रोड, बापूनगर, अहमदाबाद	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन 1417:1999	25-9-2008

1	2	3	4	5
11.	7876003	रमणीक लाल तथा सन्स एफ एफ 22, परीसीमा काम्पलैक्स, लाल बंगला के पास, चार रास्ता, सी जी रोड, अहमदाबाद	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन 1417:1999	30-9-2008
12.	7876104	पी मानेकलाल सोनी तथा कंपनी, शाह टाईलस के पास, गोधरा रोड, छाहोद	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन 1417:1999	30-9-2008
12.	7876306	महालक्ष्मी गोल्ड पैलेस, गोविंद चाकिया, चार रास्ता टावर अगडारए विसनगर, डिस्ट्रिक्ट मेहसाना	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन 1417:1999	30-9-2008

[सं. सीएमडी/13 : 11]

पी. के. गम्भीर, उप महानिदेशक (मुहर)

New Delhi, the 14th November, 2008

S.O. 3086. In pursuance of sub-regulation (5) of Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :

SCHEDULE

GRANTED LICENCES FOR THE MONTH OF SEPTEMBER, 2008

Sl. No.	Licence No.	Name of the firm and address	IS Numbeer & Product	Date of Grant
1	2	3	4	5
1.	7869915	Kenrock Industries and Exports Ltd. AT-Village-Asoj, Vadodara Halol Express Way, Taluka Vaghodia Vadodara-391510	GRP pipes joints and fittings for sewerage, industrial waste and water (other than potable) IS 14402:1996	8-9-2008
2.	7870290	Variety Pump Industries D-4 Diamond Park, NH 8 Road, GIDC Naroda Ahmedabad	Motors for submersible Pumpsets IS 9283:1995	9-9-2008
3.	7871595	Saga Windel Pumps Pvt. Ltd. 32 Hariom Estate G D High School Road, Hirawadi Naroda Road, Ahmedabad-380025	Openwell submersible pumpsets IS 14229:1994	12-9-2008
4.	7871797	Amidhara Beverages Prachi Estate No.10 B/H Gota Gam Devnagar Road, Ahmedabad	Packaged Drinking Water IS 14543:2004	16-9-2008
5.	7871801	Maa Beverages Plot No. 93-93/A, Shiv Sakati Nagar Bhathena 3 Surat	Packaged Drinking Water IS 14543:2004	16-9-2008
6.	7871902	Paras Engineering Works Nana Chiloda Char Rasta Near Hotel Dasmesh NH No. 8, Naroda, Ahmedabad	Submersible Pumpsets IS 8034:2002	17-9-2008
7.	7872395	Shree Beverages Plot No. 744, Road No. 7/44 GIDC Sachin Surat-394230	Packaged Drinking Water IS 14543:2004	18-9-2008

1	2	3	4	5
8.	7873296	Sarvoday Pumps Pvt. Ltd. 70-72, Parmeshwar Estate, Opp. Omkar Textile, Memco Toll Naka, Naroda Road, Ahmedabad	Motors for submersible pumpsets IS 9283:19.	19-9-2008
9.	7873502	Sai Jala Beverages Magdalla Damas Road, Opp. Pote Colony Ta Choryasi, Surat	Packaged Drinking Water IS 14543:2004	23-9-2008
10.	7875102	Balaji Jewellers Shop No. 6, Rajmandir, Opp, Rajmandir Flat, India Colony Road, Bapunagar, Ahmedabad	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking IS 1417:1999	25-9-2008
11.	7876003	Ramniklala & Sons F.F.-22, Pariseema Complex, NR. Lal Bunglow Char Rasta, C.G. Road, Ahmedabad	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking IS 1417:1999	30-9-2008
12.	7876104	P Manekial Soni & Co. Near Shah Tiles, Godhra Road, Dahod	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking IS 1417:1999	30-9-2008
13.	7876306	Mahalaxmi Gold Palace Govind Chakla Char Rasta, Tower Andar, Visnagar, Dist. Mahesana	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking IS 1417:1999	30-9-2008

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 14 नवम्बर, 2008

का.आ. 3087.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम 6 के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को आगे दर्शाई तारीख से लाइसेंस रद्द कर दिया गया है :—

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत प्रक्रम संबंध एवं भारतीय मानक सहित	रद्द की तिथि
1	8889320	मेसर्स क्रीती इंडस्ट्रीज (आई) लिमिटेड, प्लाट नं 75-86, सेक्टर 2 पीथमपुर (म प्र)	आई एस 13387:92 इरिगेशन इक्वीपमेंटस एमीटर्स	4-8-2008

[सं. केन्द्रीय प्रमाणन/13 : 11]

पी. के. गम्भीर, उप महानिदेशक (मुहर)

New Delhi, the 14th November, 2008

S.O. 3087.— In pursuance of sub-regulation (6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given have been cancelled with effect from the date indicated against each :

Sl. No.	Licence No.	Name and adress of the licencees	IS No. and title	Cancelled Date
1	8889320	M/s Kriti Industries (I) Limited Plot No. 75-86, Sector-II, Pithampur (M P)	IS 13387:1992 Irrigation Equipments—Emitters	4-8-2008

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 14 नवम्बर, 2008

का.आ. 3088.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को आगे दर्शाई तारीख से लाइसेंस स्वीकृत कर दिया गया है :—

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत प्रक्रम संबंध एवं भारतीय मानक संख्या	स्वीकृत करने की तिथि
1	8958616	मेसर्स नेपचून पैकेजिंग प्रा लिमिटेड, पीडीपीएल फैक्टरी के पास, ग्राम अरमावद, नेमावार रोड, इंदौर, (मप्र)	आई एस 3652:1995 क्राप प्रोटेक्शन इक्वीपमेंट्स, फुट स्प्रेअर	11-8-2008
2	8958717	मेसर्स नेपचून पैकेजिंग प्रा लिमिटेड, पीडीपीएल फैक्टरी के पास, ग्राम अरमावद, नेमावार रोड, इंदौर, (मप्र)	आई एस 3062:1995 क्राप प्रोटेक्शन इक्वीपमेंट्स, राकर स्प्रेअर	11-8-2008
3	8961908	मेसर्स शक्ति वायर्स, 43, छत्री बाग, छत्रीपुरा, इंदौर, (म प्र)	आई एस 694:1990 पीवीसी इन्सुलेटेड केबल्स फार वर्किंग वाल्टेज अपटू अण्ड इन्कलूडिंग 1100 वी	11-8-2008
4	8956915	मेसर्स लाजिक पोली प्राडक्टस, 314/3,एसडीए कंपाउंडस, मयंक तौल काटा के पास, देवास नाका, इंदौर, (म प्र)	आई एस 3906:1995 क्राप प्रोटेक्शन इक्वीपमेंट्स, हेण्ड आपरेटर नैपसैक स्प्रेअर पिस्टन टाइप	12-8-2008
5	8960195	मेसर्स, विकास ट्यूब, 90-91 इंडस्ट्रियल एरिया, मानदसौर, 458001 (म प्र)	आई एस 4985:2000 पीवीसी पाइप फार पोटेबल वाटर सप्लाइज	19-8-2008

[सं. केन्द्रीय प्रमाणन/13 : 11]

पी. के. गम्भीर, उप महानिदेशक (मुहर)

New Delhi, the 14th November, 2008

S.O. 3088.— In pursuance of sub-regulation (5) of Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences for the Month of August—2008 particulars of which are given in the following schedule :

Sl. No.	Licence No.	Name and adress of the licences	IS No. and title	Grant Date
1	8958616	M/s Neptune Packaging Private Limited Near PDPL Factory, Village Asravad, Nemawar Road, Indore, (M P)	IS 3652:1995 Crop Protection Equipment Foot Sprayer-Specification	11-8-2008
2	8958717	M/s Neptune Packaging Private Limited Near PDPL Factory, Village Asravad, Nemawar Road, Indore, (M P)	IS 3062:1995 Crop Protection Equipment Rocker Sprayer-Specification	11-8-2008
3	8961908	M/s Sakti Wires 43-Chhatri Bag, Chhatripura, Indore-452001 (M P)	IS 694:1990 PVC Insulated cables for working voltages upto and including 1100 V	11-8-2008
4	8956915	M/s Logic Poly Products 314/3, SDA Compound, Near Mayank Tol Kata, Dewas Naka, Indore (M P)	IS 3906:1995 Crop Protection Equipment Hand-operated Knapsack Sprayer, Piston Type-Specification	12-8-2008
5	8960195	M/s Vikas Tubes 90-91 Industrial Area, Mandsaur-458001 (M P)	IS 4985:2000 Unplasticized PVC Pipes for Potable water Supplies-Specification	19-8-2008

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 22 अक्तूबर, 2008

का. आ. 3089.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या आई.डी. 43/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-10-2008 को प्राप्त हुआ था।

[सं. एल-11011/59/2004-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 22nd October, 2008

S.O. 3089.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 43/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workmen, which was received by the Central Government on 20-10-2008.

[No. L-11011/59/2004-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT

Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Monday the 4th day of August 2008/13th Sravana 1930)

I. D. 43/2006

(I. D. 17/2004 of Labour Court, Ernakulam)

Union : The Secretary,
Calicut Airport Employees Union (INTUC), Calicut Airport P. O., Kondotti, Calicut.

By Adv. Shri P. Chandrasekhar

Management : The Airport Director,
Airport Authority of India, Karipur, Calicut.

By Adv. T. Saji

This case coming up for hearing on 28-7-2008, this Tribunal-cum-Labour Court on 4-8-2008 passed the following.

AWARD

This is a reference made under Section 10 (1)(d) of the Industrial Disputes Act. The reference is:—

"Whether the industrial dispute raised by Calicut Airport Employees Union against the management of Airport Authority of India, Calicut over regularisation of service of 12 trolley retrieval workmen justified ? If so, to what relief the concerned workmen are entitled ?"

2. The cause of 12 Workers are espoused by the union. According to the union out of 12 workers, 11 were trolley retrieving workers and one was a supervisor in Calicut Airport. Some of them were working since 1991. Though they were taken through contractor, they were actually employed by Airport Authority. They were working continuously. Their work was of permanent nature. Though contractors changed, they continued. They were supervised and controlled by Airport Authority. Payment was made through contractor. However the contract was sham. When demand was made for regularisation the management denied employment. Hence the union prays for re-instatement and regularisation.

3. According to the management the 12 workers were not employed by management. There is no master-servant relationship. The trolly retrieving work was entrusted to a contractor on the basis of tender. The work is not perennial in nature. It is for the contractor to decide who should be the workers and management has no role in that matter. The management is not exercising any contract/supervision over the workers. Payment is made by the contractor. The successive contractors may or may not employ same workers. In 2004 there was a change in the contract. The workers have no right for regularisation or reinstatement.

4. In the light of the above contentions the only point that arises for consideration is :

Are the 12 workers the employees of Management?

The evidence consists of WW1 on Union's side and MW1 and Exts. M1 to M3 on *Management*'s side.

5. **The Point.**— It is admitted by the union that the 12 workmen involved in the dispute were taken through contractor initially for trolley retrieval work in Calicut Airport. But their contention is that the contract was only a cover between the management and the employees. The workers were actually employed by the management. They were supervised and controlled by the management. They have been working continuously from 1991 onwards. Though contractors changed the workers remained the same. The payment was arranged by the management. However the management denies all the contentions of the union.

6. On the side of the union WW1 was examined. He is one of the workmen in the case. He claims to be a supervisor in the trolley retrieval work. Remaining 11 workers were trolley retreival workers. WW1 admits that initially workers were employed through contractor. He admits that the payment was arranged by the management to be paid through contractor. He further admits that wages was received from the contractors. He also admits that

entry passes were issued to the workers at the request of the contractor. However according to him the workers were working as per the direction of management. Whereas MW1 the witness on the management side denies that the workers were ever employed by the management. He says that the workers were engaged by the contractor. The trolley retrieval work was given on contract initially to one T. P. Aboobacker Haji. He engaged the workers of his choice and the management had no say in the matter. The management had no control or supervision over the employees. The management called for tender and accepted the low quotation of T. P. Aboobacker Haji and gave the contract. It was a revenue contract for advertisement, trolley retrieval and maintenance of trolley. Out of the income received from advertisement the contractor used to meet the expenses of trolley retrieval and maintenance and pay licence fees Ext. M1 is the tender notice. Ext. M2 is a letter of acceptance dated 26-12-2006 and Ext. M3 is an agreement dated 26-3-2007 with a subsequent contractor Sri. P. A. Musthafa. Other than the oral testimony of WW1 there is no evidence to show that the actual employment was by the Airport Authority and the contractor was only an intermediatory introduced to deprive the service benefits to the workers. Regarding exercise of control and supervision the union has not been able to establish the same. Payment to the workers was made by the contractor as admitted by WW1. The passes were issued for the purpose of entry into the Airport premises, that too at the request of contractor (WW1 admits) and need not go to show that all those who were given passes, were employed of Airport Authority. There is no hint even in the testimony of WW1 regarding any disciplinary action taken by management from 1991 till they were terminated from service in 2003. It may be true that the workers were working continuously for many years. But unless they were engaged by the management they acquire no right for employment under the management. Since payment is made by the contractor admittedly (WW1) there cannot be any record with the management regarding payment of wages. The work may be of perennial nature no long as the trolley retrieval work is continued by the management. But that is also no ground for claiming employment under the management. There is no averment and no case for the union that the contract system is abolished by government in order to claim regularisation of service. In Steel Authority of India Limited and Others vs. National Union Water Front Workers 2001-II-LLJ 1087 (para 119) the Hon'ble Supreme Court observes that first of all the contract labour should be abolished under Section 10 of Contract Labour (Regularisation and Abolition) Act by a notification by the concerned Government. That alone is not sufficient for claiming regularisation of service by contract workers. There is no automatic absorption of contract labour on issuing a notification by appropriate government prohibiting employment of contract labour in an establishment. The workers will have to prove that the arrangement of contract is a camouflage to deny benefits of labour legislations to the workers. If that is proved then the workers can claim regularisation under the management. As already mentioned there is not even an averment regarding abolition of contract system let alone evidence of actual engagement by the management. The workers were engaged by contractors alone from the very beginning till they were disengaged by the contractor in 2003. Hence the workers have no right either for re-instatement or for regularisation or for any relief.

In the result an award is passed finding that the 12 trolley retrieval workers have no right for regularisation of service under the management, the Airport Authority of India or for any other relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 4th day of August, 2008.

P. L. NORBERT, Presiding Officer

APPENDIX

Witnesses for the Workman :

WW1- 23-8-2007 P. P. Ummer

Witnesses for the Management :

MW1 - 24-06-2008 - Sri G. Reghuvaran.

Exhibit for the Workman - **Nil**

Exhibit for the Management -

M1	Tender for Maintenance. Retrieval and advertisement rights on passenger baggage trolley at Calicut International Airport.
M2	Letter of acceptance of tender dated 26-12-2006.
M3	Licence Agreement dated 26-3-2007.

नई दिल्ली, 22 अक्तूबर, 2008

का. आ. 3090.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 21 (सी)/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था।

[सं. एल-17012/16/2007-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3090.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21(C)/2007) of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 22-10-2008.

[No. L-17012/16/2007-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE *PRESIDNIG OFFICER, INDUSTRIAL* TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 21(C) of 2007

Between the Management of L.I.C. of India Patna Division and their workman Shri Pradeep Kumar, represented by B.M.S. Patna.

For the Management : Shri Naveen Kumar, A.O.

For the Workman : Shri Murari Parsad, representative of B.M.S.

Present : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 13th October, 2008

By adudication Order No.L-17012/16/2007-IR(M) dated 7-9-2007 the Govt. of India, Ministry of Labour, New Delhi, Under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the Management of L.I.C. of India, Frazer Road, Patna and their workman Shri Pradeep Kumar represented by B.M.S., Patna for adjudication to this Tribunal:

"Whether the action of the management of L.I.C. of India, Divisional Office, Patna in not regularising the services of daily wage worker Shri Pradeep Kumar, working for a long period and not giving him regular status of a permanent worker is justified and legal? If it is an unfair labour practice, what relief the worker is entitled to?"

2. Both the parties appeared on notice and filed statement of claim and the written statement. Subsequently a petition for withdrawal of the Ref. Case has been filed and moved on behalf of the workman. Under the circumstances I Presume that now no dispute exists between the parties and hence 'No Dispute Award' is passed.

3. And that is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 22 अक्तूबर, 2008

का. आ. 3091.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पटना के पंचाट [संदर्भ संख्या 22(सी)/2007] को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था ।

[सं. एल-17012/19/2007-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3091.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 22 (C)/ 2007] of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the *employers* in *relation* to the *management* of LIC of India and their workman, which was received by the Central Government on 22-10-2008.

[No. L-17012/19/2007-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE PRESIDNIG OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 22(C) of 2007

Between the Management of L.I.C. of India Patna and their workman Shri Mukesh Kumar, represented by B.M.S.

For the Management : Shri Naveen Kumar, A.O., Representative

For the Workman : Shri Murari Parsad, representative

Present : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 13th October, 2008

By adudication order No.L-17012/19/2007-IR(M) dated 7-9-2007 the Govt. of India, Ministry of Labour, New Delhi, Under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the Management of L.I.C. of India, Frazer Road, Patna and their workman Shri Mukesh Kumar represented by B.M.S., Patna for adjudication to this Tribunal:-

"Whether the action of the management of L.I.C. of India, Divisional Office, Patna in not regularising the services of daily wage worker Shri Mukesh Kumar, working for a long period and not giving him regular status of a permanent worker is justified and legal? If it is an unfair labour practice, what relief the worker is entitled to?."

2. Both the parties appeared on notice and filed statement of claim and the written statement. Subsequently a petition for withdrawal of the Ref.Case has been filed and moved on behalf of the workman. Under the circumstances I Presume that now no dispute exists between the parties and hence, 'No Dispute Award' is passed.

3. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 22 अक्तूबर, 2008

का. आ. 3092.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पटना के पंचाट [संदर्भ संख्या 38(सी)/2007] को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था।

[सं. एल-17012/24/2007-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3092.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 38(C)/2007] of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workmen, which was received by the Central Government on 22-10-2008.

[No. L-17012/24/2007-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 38(C) of 2007

Between the Management of L.I.C. of India, Patna Division and their workman Shri Sunil Kumar, represented by B.M.S. Patna.

For the Management : Shri Naveen Kumar, A.O., Representative

For the Workman : Shri Murari Parsad, Representative

Present : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 13th October, 2008

By adjudication order No. L-17012/24/2007-IR(M) dated 22-10-2007 the Government of India, Ministry of Labour, New Delhi, Under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act for brevity) referred the following dispute between the Manager, Divisional Office of L.I.C. of India, Frazer Road, Patna and their workman Shri Sunil Kumar represented by B.M.S., Patna for adjudication to this Tribunal:

"Whether the action of the management of L.I.C. of India, Divisional Office, Patna in not regularising the services of [illegible] workman Shri Sunil Kumar [illegible] stage of [illegible] is legal and justified? If not, [illegible]"

2. Both the parties appeared [illegible] statement of [illegible] Subsequently a petition for withdrawal [illegible] has been filed and [illegible] the circumstances I presume that [illegible] between the parties and [illegible] passed.

3. And that is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 22 अक्तूबर, 2008

का. आ. 3093.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 4(सी)/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था।

[सं. एल-17012/46/2007-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3093.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 4(C)/2008] of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workmen, received by the Central Government on 22-10-2008.

[No. L-17012/46/2007-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 4(C) of 2007

Between the Management of L.I.C. of India Patna and their workman Sri Rajiv Ranjan, represented by B.M.S. Patna.

For the Management : Sri U.C. Mukherjee, Representative of the [illegible]

For the Workman : Sri Murari Parsad, representative of B.M.S.

Present : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, dated the 13th October, 2008

By adjudication order No. L-17012/46/2007-IR(M) dated 4-1-2008 the Government of India, Ministry of Labour, New Delhi [illegible] of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 [illegible] (hereinafter called the Act for brevity) has referred the following dispute between the Management of L.I.C. of India and their workman Sri Rajiv Ranjan [illegible] B.M.S., Patna for adjudication to this Tribunal:

2. Both the parties [illegible] filed statement of claim and [illegible] Subsequently a petition for withdrawal [illegible] has been filed and [illegible] on behalf of [illegible] the circumstances I presume that no [illegible] exist between the parties and no dispute [illegible] passed.

3. And that is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 22 अक्तूबर, 2008

का.आ. 3094.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एलआईसी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ सं. 5 (सी)/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था ।

[सं. एल-17012/47/2007-आई आर (एम)]
कमल बाखरू डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3094.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5 (C)/ 2008) of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received By the Central Government on 22-10-2008.

[No. L-17012/47/2007-IR(M)]
KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 5(C) of 2008

Between the Management of LIC of India, Patna and their workman Sri Upendra Kumar, represented by B.M.S.

For the Management : Sri T. T. Mukherjee, Representative

For the Workman : Sri Murari Prasad, Representative

PRESENT : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, Dated, the 13th October, 2008

By adjudication Order No. L-17012/47/2007-IR (M), dated, the 4th January, 2008, the Government of India, Ministry of Labour, New Delhi, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute *between* the management of LIC of India, Frazer Road, Patna and their workman Shri Upendra Kumar, represented by B.M.S., Patna for adjudication to this Tribunal :

"Whether the action of the management of LIC of India, Divisional Office, Patna in not regularising the services of daily wage worker S/Sh. Upendra Kumar & Sunil Kumar, working for a long period and not giving them regular status of a permanent worker is justified and legal? If not, what relief S/Sh. Upendra Kumar & Sunil Kumar are entitled to?

2. Both the parties appeared on notice and filed statement of claim and the written statement. Subsequently a petition for withdrawal of the reference case has been filed and moved on behalf of the workmen. Under the circumstances I presume that now no dispute exists between the parties and hence "No dispute Award" is passed.

3. And that is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 20 अक्तूबर, 2008

का.आ. 3095.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ सं. 6(सी)/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था ।

[सं. एल-17012/48/2007-आईआर (एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3095.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6 (C)/ 2008) of the Industrial Tribunal, Patna now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 22-10-2008.

[No. L-17012/48/2007-IR(M)]
KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 6(C) of 2008

Between the Management of LIC of India Ltd., Patna and their workman Shri Gopal Ram, represented by B.M.S.

For the Management : Shri T. T. Mukherjee, Representative of LIC

For the Workman : Sri Murari Prasad, Representative of B.M.S.

PRESENT : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, dated the 14th October, 2008

By adjudication Order No. L-17012/48/2007-IR(M) dated 4-1-2008, the Government of India, Ministry of Labour, New Delhi, under clause (d) of sub-section (1) and sub-section (2A) of Section-10 of the Industrial Dispute Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the management of LIC of India Ltd., and their workman Shri Gopal Ram, represented by B.M.S., Patna for adjudication to this Tribunal :

"Whether the action of the management of LIC of India, Divisional Office, Patna in not regularising the services of daily wage worker Sh. Gopal Ram, working for a long period and not giving him regular status of a permanent worker is justified and legal? If not what relief Shri. Gopal Ram is entitled to?".

2. Both the parties appeared on notice and filed statement of claim and the written statement. Subsequently a petition for withdrawal of the reference has been filed and moved on behalf of workman. Under the circumstances I presume that now no dispute exists between the parties and hence' A No dispute Award, is passed.

3. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 22 अक्तूबर, 2008

का.आ. 3096.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एलआईसी ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ सं. 7 (सी)/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था।

[सं. एल-17012/49/2007-आईआर (एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3096.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7 (C)/ 2008) of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 22-10-2008.

[No. L-17012/49/2007-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 7(C) of 2008

Between the Management of LIC of India Ltd., Patna and their workman Sri Lal Mohan Ram, represented by B.M.S.

For the Management : Sri T. T. Mukherjee, Representative of LIC.

For the Workman : Sri Murari Prasad, Representative of BMS.

PRESENT : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, Dated, the 15th October, 2008

By adjudication Order No. L-17012/49/2007-IR(M) dated 4-1-2008, the Government of India, Ministry of Labour, New Delhi under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the management of LIC of India Ltd., Patna and their workman Sri Lal Mohan Ram, represented by B.M.S. Patna for adjudication to this Tribunal :

"Whether the action of the management of LIC of India, Divisional Office Patna in not regularising the services of daily wage worker Sh. Lal Mohan Ram, working for a long period and not giving him regular status of a permanent worker is justified and legal" If not, what relief Sh. Lal Mohan Ram are entitled to?

2. Both the parties appeared on notice and filed statement of claim and the written statement. Subsequently a petition for withdrawal of the reference has been filed and moved on behalf of workman. Under the circumstances I presume that now no dispute exists between the parties and hence a "No Dispute Award" is passed.

3. And this is my Award

VASUDEO RAM, Presiding Officer

नई दिल्ली, 22 अक्तूबर, 2008

का.आ. 3097.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एलआईसी ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ सं. 14 (सी)/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था।

[सं. एल-17012/57/2007-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3097.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14 (C)/ 2008) of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 22-10-2008.

[No. L-17012/57/2007-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 14(C) of 2008

Between the Management of LIC of India Ltd., Patna and their workman Sri Rajesh Kumar, represented by B.M.S.

For the Management : Sri T. T. Mukherjee, Representative of LIC.

For the Workman : Sri Murari Prasad, Representative of BMS.

PRESENT : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, Dated, the 14th October, 2008

By adjudication Order No. L-17012/57-2007-IR (M) Dated 7-1-2008, the Government of India, Ministry of Labour, New Delhi, under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the management of LIC of India Ltd., Patna and their workman Shri Rajesh Kuman, represented by B.M.S., Patna for adjudication to this Tribunal :

"Whether the action of the management of LIC of India, Divisional Office, Patna in not regularising the services of daily wage worker Sh. Rajesh Kumar, working for a long period and not giving him regular status of a permanent worker is justified and legal? If not, what relief Shri Rajesh Kumar is entitled to?".

2. Both the parties appeared on notice and filed statement of claim and the written statement. Subsequently a petition for withdrawal of the reference has been filed and moved on behalf of the workman. Under the circumstances I presume that now no dispute exists between the parties and hence 'No Dispute Award' is passed.

3. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 22 अक्तूबर, 2008

का.आ. 3098.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एलआईसी ऑफ इंडिया लि., के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ सं. 15 (सी)/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था ।

[सं. एल-17012/58/2007-आईआर(एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3098.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15 (C)/ 2008) of the Industrial Tribunal/Patna now as shown in the Annexure in the Industrial, Dispute between the employers in relation to the management of LIC of India Ltd., and their workman, which was received by the Central Government on 22-10-2008.

[No. L-17012/58/2007-IR(M)]
KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 15(C) of 2008

Between the Management of LIC of India Ltd., Patna and their workman Sri Birendra Prasad, represented by B.M.S.

For the Management : Sri T. T. Mukherjee, Representative of LIC.

For the Workman : Sri Murari Prasad, Representative of BMS.

PRESENT : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, Dated, the 14th October, 2008

By adjudication Order No. L-17012/58/2007-IR (M) Dated 7-1-2008, the Government of India, Ministry of Labour, New Delhi, under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the management of LIC of India Ltd., Patna and their workman Shri Birendra Prasad, represented by B.M.S., Patna for adjudication to this Tribunal :

"Whether the action of the management of LIC of India Ltd., Divisional Office, Patna in not regularising the services of daily wage worker Sh. Birendra Prasad, working for a long period and not giving him regular status of a permanent worker is justified and legal? If not, what relief Shri Birendra Prasad is entitled to?".

2. Both the parties appeared on notice and filed statement of claim and the written statement. Subsequently a petition for withdrawal of the reference has been filed and moved on behalf of the workman. Under the circumstances I presume that now no dispute exists between the parties and hence 'No Dispute Award' is passed.

3. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 22 अक्तूबर, 2008

का.आ. 3099.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एलआईसी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक

अधिकरण, पटना के पंचाट (संदर्भ सं. 16 (सी)/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था।

[सं. एल-17012/59/2007-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3099. In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16(C) of 2008) of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 22-10-2008.

[No. L-17012/59/2007-IR(M)]

KAMAL BAKURU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 16(C) of 2008

Between the Management of LIC of India Ltd., Patna and their workman Sri Santosh Kumar, represented by B M S

For the Management : Sri T. L. Mukherjee, Representative of LIC

For the Workman : Sri Murari Prasad, Representative of BMS

PRESENT : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, Dated the 15th October, 2008

By adjudication Order No. L-17012/59/2007-IR (M) Dated 7-1-2008, the Government of India, Ministry of Labour, New Delhi, under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the management of LIC of India Ltd., Patna and their workman Shri Santosh Kumar, represented by B.M.S., Patna for adjudication to this Tribunal :

> "Whether the action of the management of LIC of India Ltd., Divisional Office, Patna in not regularising the services of daily wage worker Sh. Santosh Kumar working for a long period and not giving him regular status of a permanent worker is justified? If not, what relief Sh. Santosh Kumar entitled to?".

2. Both the parties appeared on notice and filed statement of claim and the written statement. Subsequently a petition for withdrawal of the reference has been filed and moved on behalf of the workman. Under these circumstances I presume that now no dispute exists between the parties and 'No Dispute Award' is passed.

3. And that is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 22 अक्तूबर, 2008

का.आ. 3100.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एल आई सी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ सं. 17 (सी)/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था।

[सं. एल-17012/60/2007-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3100. In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17(C) of 2008) of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 22-10-2008.

[No. L-17012/60/2007-IR(M)]

KAMAL BAKURU, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 17(C) of 2008

Between the Management of LIC of India Ltd., Patna and their workman Sri Dayanand Jha, represented by B M S

For the Management : Sri T. L. Mukherjee, Representative of LIC

For the Workman : Sri Murari Prasad, Representative of BMS

PRESENT : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, Dated, the 15th October, 2008

By adjudication Order No. L-17012/60/2007-IR (M) Dated 7-1-2008, the Government of India, Ministry of Labour, New Delhi, under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the management of

LIC of India Ltd., Patna and their workman Shri Dayanand Kumar, represented by B.M.S., Patna for adjudication to this Tribunal :

"Whether the action of the management of LIC of India, Divisional Office, Patna in not regularising the services of daily wage worker Sh. Dayanand Kumar, working for a long period and not giving him regular status of a permanent worker is justified and legal? If not, what relief Shri Dayanand Kumar is entitled to?".

2. Both the parties appeared on notice and filed statement of claim and the written statement. Subsequently a petition for withdrawal of the reference has been filed and moved on behalf of the workman. Under the circumstances I presume that now no dispute exists between the parties and hence a "No Dispute Award is passed."

3. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 22 अक्टूबर, 2008

का. आ. 3101.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार त्रिवेन्द्रम एयरपोर्ट ऑथोरिटी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय इर्नाकुलम के पंचाट (संदर्भ सं. आई डी-123/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था ।

[सं. एल-11011/4/2002-आईआर (एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3101.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I. D. 123/2006) of the Central Govt. Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Trivandrum Airport Authority of India and their workman, which was received by the Central Government on 22-10-2008.

[No. L-11011/4/2002-IR(M)]
KAMAL BAKHRU, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT *INDUSTRIAL* TRIBUNAL -CUM-LABOUR COURT, ERNAKULAM

Present : Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Monday the 25th day of August 2008 3rd Bhadrapadh 1930)

I. D. 123/2006

(I.D. 76/2002 of Industrial Tribunal, Kollam)

Sh. M. Mohanan,
Athivilakathu Veedu,
TC 41/1647, Manacaud,
Trivandrum. —Workman

By Adv. Sri. Anil Narayan,

1. The Airport Director,
Trivandrum Airport
Authority of India, Kerala,
Trivandrum-695008

By Adv. Sri K.L. Narasimhan

2. The Manager,
Ex-servicemens' Industrial
Security Guards (P) Ltd.,
TC 16/321, Eswaravilasam
Road, Jagathy 14, Trivandrum —Management

By Adv. Lexmana Iyer.

This case coming up for hearing on 19-08-2008, this Tribunal-cum-Labour Court on 25-08-2008 passed the following.

AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act. The reference is :

(A) Whether Shri M. Mohanan a security guard engaged through contractor M/s. Ex-servicemen's Industrial Guards (P) Ltd., in the establishment of Airport Authority of India at Trivandrum Airport is entitled to regularisation by the Airport Authority of India ?

(B) "Whether the contract between the Airport Authority of India and M/s. Ex-servicemen' Industrial Guards (P) Ltd., was genuine one or a sham contract ? If so, to what relief the workman concerned is entitled to ?"

2. The facts of the case in brief are as follows :— Shri M. Mohanan was working as Security Guard in Airport of Trivandrum from 10-02-1996 to 31-12-1996. Thereafter he was not engaged. According to the worker though he joined service through contractor M/s. Ex-Servicemens' Industrial Guards (P) Ltd. the real employer was Airport Authority. The contract between M/s. Ex- Servicemens' Industrial Guards (P) Ltd. and Airport Authority is sham. The worker was controlled and supervised by Airport Authority the first management. The disciplinary control was also vested with Airport Authority. Along with him 15 other security guards were working. They were absorbed in Airport Authority as per the decision of Hon'ble Supreme Court in Air India Statutory Corporation case. The worker alone was not absorbed. He had worked more than 240 days continuously in an year. However he was retrenched without following the procedure for retrenchment under the I.D. Act. He is entitled to be re-instated and regularised in service.

3. According to the management the worker was not employed by the first management, but was an employee of the 2nd management. There was no master-servant relationship between worker and the first management. Airport Authority did not exercise control or supervision over the worker. The first management had only administrative supervision over the workers. The claimant had filed an O.P. before the High Court for the same relief. But he did not succeed. He had no case before the High Court that the contract is sham. He has not worked 240 days as claimed by him. Even if he has worked so long he has no right for absorption or re-instatement. As per the decision of Supreme Court the security guards, who were working during the relevant period as per the list provided by the 2nd management contractor, were regularised. The claimant was not working during the relevant period and his name was not there in the list. Hence the first management could not absorb him. The claimant is not entitled either for reinstatement or for absorption or for any other relief.

4. In the light of the above contentions the following points arise for consideration.

1. Is the contract between first and 2nd management, genuine ?

2. Is the claimant entitled for absorption ?

3. Is he entitled for reinstatement ?

The evidence consists of the oral testimony of WW1 and documentary evidence of Ext. W-1 on the side of the claimant and MW1 and Exts. M-1 to M-4 on the side of the management.

5. Points No. 1 & 2 :—Admittedly there was a contract between first management (Airport Authority) and 2nd management (Contractor). The claimant admits that he joined service in the Airport Trivandrum as security guard through the 2nd management contractor on 10-02-1996. There were 15 other security guards similarly appointed. But his case is that the contract was only a camouflage and the real employer was the first management. According to him the supervision and control were exercised by the first management. The disciplinary control was also exercised by the first management. WW1 is the worker. He has stated in terms of the contentions in the claim statement. According to him it was the Assistant Engineer of the Airport who was controlling and supervising the security guards including the claimant. The power to take disciplinary action was vested with the Airport. Weekly off was given by the Assistant Engineer. Once the Assistant Engineer denied two days' work for the reason that he did not give due respect to the Assistant Engineer. The Assistant Engineer was maintaining attendance register. The claimant relies on Ext. W1 agreement between first and 2nd management to substantiate the contention that the contract is sham. The relevent terms of the contract are :

"(3) "..... The payment of wages shall be made by the security agency to its employees in the presence of a representative of the authority designated for the purpose by the Airport Director.....

.....

The authority will make payment on or before the 10th day of the month on the submission of a certificate of attendance and certificate of satisfactory performance from the concerned officer-in-charge of the Authority.....

.....

The Authority reserves the right to reduce or increase the number of security guards and security supervisors....."

(8) "The agency shall provide to their security guards neat and clean uniforms as approved by the International Airport Authority of India .....
All the security guards of the Agency shall wear the uniform wherever on duty in the said premises. In the event of any security guard being found without uniform, he will not be allowed to join duty and will be marked absent for that day, the security guards as well as the security supervisors who are posted at various places as determined by the Airport Director from time to time will report to the concerned officer authorized in this connection at the time of joining and leaving duty every day and the aforesaid officer-in -charge will maintain Muster Roll/Attendance Register of the duties of such security guards and security supervisors.

15. The authority has the right to check, search or examine the person and belongings of the security guards of the agency while entering leaving the said premises and they will not leave the premises unless authorised by the concerned authority.

16. The security guards of the agency will abide by the rules and regulations of the authority while performing their job in the said premises.....

18. The security guard shall engage themselves for the specified purpose for which they are deployed by the Authority. In case any security guard is found engaged in doing any other work, his entry permit shall be confiscated and cancelled.....

19. .....the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the authority in respect of points or routes of entry to and exit from the premises and in respect of use of toilets and wash rooms....."

6. The terms referred above make it clear that the wages has to be paid by the security agency (Contractor), but in the presence of a representative of the first

management. The first management has the right to reduce or increase the number of security guards and supervisors. The strength of guards depends on the needs of Airport and can be decided only by the Airport Authority and not by a contractor. Therefore on that count it cannot be said that the contract is sham. Clause 8 is in respect of the uniform. As the security guards are working in the airport in security areas the Airport has every right to require the agency that their *workmen* should be in *uniform* so that they could be identified. It is not an act of exercise of control over the workers. Everyone working in the Airport whether permanent staff or contract workers have to abide by the general discipline of the Airport. So also the term that the places where the security guards are to be posted will be decided by the Airport Director does not mean that the workers are controlled by the Airport Authority. It is the Airport Authority which has to determine which areas are to be guarded. That cannot be left to the decision of the contractor. In the same clause it is mentioned that the security guards have to report to the officer-in-charge of the Airport at the time of joining and leaving duty everyday and the said officer shall maintain attendance register of the security guards and supervisors. This is for the purpose of ensuring that the workers of contractor is attending to the duties and sufficient security is ensured in the areas of the Airport which are sensitive and not for the purpose of paying wages or other service benefits to the workers. It is a personal service in a security area and the officers of Airport has a duty to watch whether service is rendered. Clause 15 says that while entering and leaving Airport premises the security guards will be checked and searched by the officers of the Airport Authority. Being a security area the first management has to make sure that nothing is brought in or nothing is taken out of the Airport by the security guards. That is not an act of exercise of any control or supervision by the Airport Authority. Clause 16 says that the security guards will abide by the rules and regulations of the authority while performing their job in the premises. It is a general rule of discipline to be observed by all the workers in the premises of the Airport whether regular or contractual. Clause 18 refers to the deployment of security guards by the first management. It is for the *Airport Authority* to decide for what purposes the *security* guards should be deployed each day. This cannot be decided by a contractor. Depending upon the needs of each day the authority will deploy the workers. It cannot be considered as an act of control over the workers. Clause 19 empowers the 1st management to prevent employment of any person which it considers undesirable and also to determine the routes of entry and exit from Airport premises. Since the guards are deployed in sensitive areas it is the duty of 1st management to see that they are disciplined persons without any criminal background. For the purpose of checking them during entry and exit their routes are restricted and determined by 1st management. These are inevitable conditions for working in Airport security area and cannot be treated as an act of exercise of control or supervision.

7. The worker (WW1) has no case that the payment was made by the first management. MW1 the officer of the first management has denied that the first *management* exercises control and supervision over the workers. According to him the supervisor of contractor used to give directions to the security guards. The worker used to report to the contractor and not to the Airport Authority. Ext. M.3 is a statement submitted by the contractor to Assistant Labour Commissioner. It is contended in Ext. M.3 that the contract was for a short period, that normally at the end of contract period the workers will be relieved, that if a fresh contract is signed as far as possible the same workers will be engaged, that the worker in question was engaged by the contractor as bird scarer w.e.f. 23-04-1997, that he did not report for duty nor approached the contractor for job thereafter and that the disciplinary control, grant of weekly off, payment of salary etc. are absolutely the responsibility of the contractor and not of the first management. The Airport Authority had directed the contractor to furnish certain information regarding the workers under the contractor. Accordingly the contractor furnished details of 14 workers who were all Ex-servicemen. At that time the claimant was not on the rolls of the contractor. Ext.M4 is licence issued to contractor u/s.12(1) of Contract Labour (Regulation & Abolition) Act, 1970. Though the worker says that he was denied work for two days by the Assistant Engineer of Airport as a punishment for not giving due respect to the Assistant Engineer, the contention is not substantiated and cannot be treated as an instance of disciplinary control by 1st management. The contractor (2nd management) does not support him. It is submitted on behalf of the worker that the Assistant Engineer was the officer who was controlling and supervising the worker and if he was examined, the truth would have come out. But it is for the 1st management to decide who should be their witness. If the worker wanted, he could have *summoned* him. So also the 2nd *contractor* is not examined. But the stand of the 2nd management is disclosed by Ext. M.3 statement submitted to A.L.C. The worker had approached the Hon'ble High Court in O.P. 9328 of 1998 (Ext. M.1) praying for the same relief. He did not succeed. O.P. was disposed of with the observation that the rights of the worker and similar workers are regulated by the decision of the Apex Court in Steel Authority of India Limited v. National Union Water Front Workers 2001-II-L.L.J. 1087 [2001 (5) SCALE 626]. The relevant portion of para 65 reads :

> "
> .....
> Where a workman is hired in or in connection with the work of an establishment by the principal employer through contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workman.

But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment a question might arise whether the contractor is a mere camouflage as in Hussainbhai Calicut's case (supra), and in Indian Petrochemicals Corporation's case (supra), etc.; if the answer is in the affirmative, the workman will be in fact an employee of the principal employer; but if the answer is in the negative, the workman will be a contract labour."

8. In the light of the above decision it is for the worker to establish that he was hired for the work in Airport by the 1st management through contractor, but not by the contractor. There is no such evidence in this case. The worker has not called for records, if any, from either the Airport Authority or the contractor. He cannot expect voluntary production of documents by the managements. Whereas in Ext M3 the contractor contends that he was maintaining the records and making payments. The disciplinary control was also with him. In O.P. the worker had no case that the contract was sham. But according to the learned counsel for the worker the claimant was seeking absorption on the basis of the decision in Air India Statutory Corporation and others Vs. United Labour Union and others 1997-1-LLJ 1113 (S. C.) But this decision was overruled prospectively in Steel Authority of India Limited but declaring that any direction issued by Industrial Adjudicator/any court for absorption of contract labour following the judgment in Air India's case shall hold good and the same shall not be set aside, altered or modified on the basis of the judgment in Steel Authority of India in cases where such direction has been given effect to and has become final. But it was held that there is no automatic absorption of contract labour on issuance of a notification by the Government under Section 10(1) of Contract Labour (Regulation & Abolition) Act, 1970 prohibiting employment of contract labour. According to the managements the worker's name was not there in the rolls of 2nd management contractor. Therefore, there is no question of absorbing him on the basis of the decision in Air India Statutory Corporation case. Thereafter when the decision in Steel Authority of India was rendered the absorption of contract labour merely on the strength of a notification under Section 10(1) of CLRA Act is not permissable. That way also the petitioner cannot succeed to claim absorption.

9. As already mentioned since the worker join[illegible] the service through contractor initially it is for him to prove that the contract was only a smokescreen between the principal employer and the workers. The claimant has miserably failed to prove the same. Therefore, it is not possible to hold that the contract is sham. Hence he is not entitled for absorption.

10. Point No.3:- The worker claims that he had been working continuously for more than 240 days from 10-02-1996 to 31-12-1996. But it is not admitted either by the first management or by the 2nd management (Ext.M3 statement) Assuming that he had worked 240 days or more continuously still it was under the 2nd management and not under the first management. Therefore the question of giving notice or compensation by the 1st management under Section 25-F of I.D. Act does not arise. Unless he was a worker directly under the first management he is also not entitled for reinstatement under the first management. It is for the 2nd management to consider the employment of the worker according to their discretion. The worker has not acquired any right whatever to claim employment under the first management.

11. In the result an award is passed finding that the worker Sri M.Mohanan is not entitled for regularisation or re-instatement or any other relief in 1st management and the contract between Airport Authority of India and M/s.Ex-Servicemens' Industrial Guards (P.) Ltd. is a genuine contract.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 25th day of August, 2008.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for workman

WW1 - 24-8-2004 Shri K.Madhavan Nair.

Witness for Management

MW1 - 25-2-2008 Shri John Nellimala Saraj

Exhibit for the workman

W1 - Agreement between Airport Authority & Contractor dated 31-3-1995 (Original).

Exhibit for the Management

M1 - Copy of O.P No.9328/1998 filed before the Hon'ble High Court of Kerala

M2 - Copy of Judgment in O. P. 9328/1998.

M3 - Copy of letter No.EIG/1027/AA1/78/2TVM dated 16-1-2002 of Ex-servicemens Industrial Guards (P) Ltd.

M4 - Copy of Licence No.CL/L/95/ALC/TVM dated 21-2-1995 issued by ALC (C) Trivandrum.

नई दिल्ली, 22 अक्तूबर, 2008

का.आ. 3102.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. बी. सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-1, धनबाद के पंचाट (संदर्भ सं. 310/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था।

[सं. एल-20012/202/2000-आईआर(सी-I)]
स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3102.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 310/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No.1 Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 22-10-2008.

[No. L-20012/202/2000-IR(C-I)]
SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.-1, DHANBAD

In the matter of a reference U/s. 10(1) (d) (2A) of the Industrial Disputes Act,

Reference No. 310/2000

PARTIES : Employers in relation to the management of Kustore Area of M/s. B.C.C. Ltd.

AND

Their Workman

PRESENT : Shri H.M. Singh, Presiding Officer.

APPEARANCES :

For the Employers : Shri D.K. Verma , Advocate.

For the Workmen : Shri N.G. Arun, Authorised Representative.

State : Jharkhand : Industry : Coal

Dated, the 15th September, 2008

AWARD

By Order No. L-20012/202/2000 (C-I) dated 18-10-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub- section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the dispute for adjudication to this tribunal with following schedule:

"क्या मैसर्स भारत कोकिंग कोल लि. के प्रबंधन द्वारा श्री वासुदेव कुम्हार उर्फ वासुदेव यादव, खनि प्रहरी, बुरागढ कोलियरी को उसकी सेवायोजन से सेवायच्युत करना विधिसम्मत एवं न्याय की दृष्टि से सही एवं उचित है, यदि नहीं तो कर्मकार किन लाभों को पाने का हकदार है"

2. The workman has filed written statement stating that Basdeo Kumhar alias Basdeo Yadav had been working at Burragarh Colliery since the date of his appointment i.e. 17-10-1971, and his CMPF number and I.D. Card number was D/541571 and 71616 respectively. He was performing the job of Night Guard to the entrire satisfaction of the higher authority with unblemished record.

During tenure of his service he was nerver charge-sheeted nor punished for any misconduct. When he came to know that his name is wrongly mentioned as Basdeo Kumhar in place of Basdeo Yadav then he rushed to the management and had requested the management to rectify his surname as 'Yadav' in place of 'Kumhar' in 'when he failed to get relief then he had represented to the mangement of Burragarh Colliery on 6-8-87 alongwith an affidavit sworn by him before Notary Public that his surname has been wrongly mentioned as 'Kumhar' in place of 'Yadav'. So, it had been requested therein that his surname should be rectified in all statutuory records as Basdeo Yadav S/o Sakhraj Yadav in place of Basdeo Kumhar S/o Sakhraj Kumhar. His surname had not been rectified, rether a charge-sheet had been issued to the concerned workman vide its no. BCCL /BA/BSH/91/41 dated 16-1-92. The concerned workman submitted his explanation to the charge-sheet and the mangement was not satisfied with his explanation and a depatmental enquiry was held. The enquiry was not conducted fairly and impartially. The charges levelled against him were vague and were not specific. During the course of enquiry principle of natural justice had not been followed. The concerned workman was not given full opportunity to adduce his evidence in support of his defence, so it was a defective enquiry and on the basis of this enquiry the workman should not had been punished. It has been submitted that during the period of private management of coal mines the name of workmen wer frequently changed false and concocted Form 'B' used to maintain to avoid the compliance of Industrial Laws. It is also submitted that a large number of cases cropped up due to negligence of the dealing clerk who had maintained the Form 'B' Register on the eve of take over of coal mines. It is also submitted that right from the date of appointment of Basdeo Kumhar alias Basdeo Yadav to till his illegal dismissal none has come forward or appeared physically before the management with a complaint that he is the genuine employee and present Basdeo Kumhar alias Basdeo Yadav is a fictitious person. Apart from these the imaginary person should had lodged a complaint between this span of time of 20 years right from joining to illegal dismissal that the genuineness of present Basdeo Kumhar alias Basdeo Yadav should be verified as complainant is a

genuine employee. During the course of domestic enquiry neither so called genuine employee has neither appeared and adduced evidence before the Enquiry Officer nor the management as well as the Enquiry Officer made any effort to get him produced to record his evidence. It has been urged that the management has been trying to imaginery person as real employee, but neither submitted his antecedent nor submitted his photograph duly certified by Mukhiya, B.D.O. and other Government agency so that his identity can be verified by the investigating Authority. He has not been given second opportunity by serving a show cause against the proposed punishment of dismissal . So it has also been prayed that the management should have given lesser punishment to the workman either stoppage of annual increment, or put in badli/causal list or reduction in rank.

It has been prayed that an award be passed setting the order of dismissal and reinstating the concerned wokman with full back wages andother fringe benefits with retrospective effect.

3. Written statment has been filed by the management stating therin that the present dispute is not maintainable either in law or on facts and the present dispute has been raised by the union after lapse of six years and such the pesent dispute is belated one and not maintainable in the eye of law. It has been stated that Basdeo Kumhar, the cocerned workman, working as a Night Guard in Burragarh Colliery was an imposter. His actual name was Ram Janam Yadav. Accordingly Basdeo Kumhar, vide letter No. 991 dated 13-10-91 was asked to submit the certificate of his genuieness issued under signature of Mukhiya/B.D.O. of his native village. Sri Kumhar did not submit the required certificate of genuineness. Again vide letter No. 7 dated 2-1-92 he was asked to submit the same, but he failed. He was charge-sheeted vide letter No.41, dated 16-1-92 for wilful in subordination or disobediance or any lawful or reasonable order of higher authority and giving false information regarding his particulars for the purpose of employment,age and other particulars required by the company, under clause 26-1-10 and 16-1-12 of the certified standing Orders of the Company.The reply submitted by the concerned workman was not found satisfactory and it was decided to conduct domestic enquiry into the above charge-sheet. Sri K.B. Singh, the then Security Inspector, Bhalgora area was asked by the nuanagement to conduct a confidential enquiry in order to ascertain the correctness of the identity of Basdeo Kumhar. Sri K.B. Singh went to the native village of Basdeo Kumhar alias Basdeo Yadav at the village Maklpur, P.O. Parsia, P.S. Rosra, Dist. Balia (U.P.) and met his mother, Smt. Chanari who identified the photograph of one Ram Janam Yadav and confirmed that the photograph was of her son. She also told that he was working in Burragarh Colliery of Dhanbad in the name of some other parson. Other villagers also identified the photograph to be of Ram Janam, Yadav S/o late Sakhraj Yadav. On further investigation, it was revealed that there was only person of the name of Basdeo Yadav in that village. who was local pradhan and cousin brother of Ram janam Yadav. Basudeo Yadav also identified that the photograph to be of Ram janam Yadav S/o late Sakhraj/ Sri K.B. Singh obtained the voter-list of Makalpur village, wherein at Sl. no. 391 the father's name of Basdeo Yadav was found as Mukhlal. The enquiry was conducted by the Enquiry Officer duly appointed by the competent authority in which Basdeo Kumhar alias Basdeo Yadav fully participated along with his co-worker. During the enquiry the charge levelled against the concerned workman was established beyond doubt. Keepingt in view the report of the Enquiry Officer and bravity of the charges levelled against Basdeo Kumhar , he was dismissed from the services of the Company vide letter No. BCCL/BA/BGH/92 Dismissal/1194 dated 18-11-92 issued under the signature of Dy. C.M.E./Agent, Burragarh Colliery. It is evident from the reportof the Enquiry Officer as well as Sri K.B.Singh, Security inspector that the concerned workman was.neither Basdeo Kumhar nor Basdeo Yadav, but he was actually Ram Janam Yadav and got employment by impersonating the actual Basdeo Kumhar. It his submitted that the enquiry conducted by the Enquiry Officer is fair proper and in accordance with the principles of natural justice. The concerned workman was given full opportunity to establish his identrity, but he failed to prove.

It has been prayed that as award be passed in favour of the management.

4. The management has examined MW-1- Chandraket Narain Singh, who is posted as Personnel Manager at Dobari Colliery of Bastacola Area and in 1992 he was posted in Bhalgora area of BCCL, as Personnel Manager.He has proved Exts. M-1, M-2, M-3, M-4 and M-5.

The workman has examined WW-1- Basdeo Yadav,concerned workman, who has filed papers-cost Certificate, application dated 5-8-87, certificate granted by the Chhetrya Panchayet, Rajmanpur, Vikash Khandrasra (Balia), Voter-list dated 29-7-96 letter dated 24-8-93,letter of Abho Devi, Ex.-M-L-A and union's letter 1-9-1998.

5. The learned counsel of the management argued that the employee had been impersonating Basudeo Kumhar,he was charge-sheeted and after enquiry he was dismissed from service. The chargesheet which has been filed by the management, Ext.M-1 dated 16-1-92 shows that only 48 hours time was given to the workman for submission of his reply. It shows only giving 48 hours time for submitting reply to the chargesheet is very short period and it violates the principles of natural justice because proper time has to be given. In this respect in the case of Delhi Cloth & General Mills Co. Ltd. Vs. Tejvir Singh in Civil Appeal No. 985 of 1967 it has been laid down - Domestic enquiry- Principle of natural justice- Violation of- very short notice of date of enquiry. Another point which has been raised by the workmen representative that after enquiry report he has not been given so-cause notice to give his reply. The order passed by the management, Ext. M-5 shows that no show-cause notice with enquiry report has been served to the concerned workman and the management's witness, MW-1 has stated in cross-

examination that 'I do not re- collect if the copies were supplied to the concerned workman' In this respect the workman has referred 1999(2) PLJR 370 in which Hon'ble High Court laid down copy of enquiry report must supplied to the employee before the order of punishment- non-supply of report before imposition of penalty by the disciplinary authority would vitiate the enquiry. In this respect Hon'ble Court has referred AIR 1987 SC 1605, AIR 1976 SC 1785. The workman has also referred I CLR 1991 SC 61 in which Hon'ble Supreme Court held that in disciplinary proceeding it is necessary to supply to delinquent copy of inquiry officer's report. It is within natural justice that the delinquent should be supplied a copy of enquiry report and entitled to the supply of a copy thereof. In 1963 (II) LLJ-367 the Hon'ble Supreme Court laid down that finding against the concerned workman based on report given by superior officers, such report not made available to the concerned workman and the officers making the report also not made available for cross-examination by the concerned workman at the domestic enquiry - Held in the circumstances vitiated by violation of principles of natural justice.

6. On the side of the management (2008) I SCC (L&S) 890 has been referred in which Hon'ble Supreme Court held that where two views are possible on evidence, Industrial Tribunal should be very slow in interfering with the finding arrived at in domestic enquiry. The management has also referred (2008) I SCC (L&S)-1 in which Hon'ble Supreme Court laid down that the workman removed from service had challenged only the conclusion reached by the Enquiry Officer and the quantum of punishment but not the legality or fairness of the enquiry proceedings, held Labour Court could not examine the findings of the enquiry officer and held that the charge was not proved.

7. Another ground which has been argued on behalf of the workman that Dasrath Singh, who is said to be the complainant, has not been examined during enquiry on which report the workman was dismissed from service. In this respect management's witness, MW-1 stated that ' I do not know who had made complaint was examined at the time of enquiry claiming himself as Basdeo Kumhar. I shows that the complainant has not been examined in the enquiry, so it cannot be said that a proper enquiry has been held against the concerned workman. The learned counsel for the *workman* argued that he has given his *affidavit* for change of name, but the management has not changed his name inspite of his request. Moreover, the photo copy has been filed which shows that Basdeo Yadav S/o Sakhraj Yadav has been mentioned of Village- Makhalpur, P.S. Rasara, P.O. Barasia, Distt. Balia (U.P.) and caste certificate dated 13-6-94 of the concerned workman, but this employee has not been examined by the Enquiry Officer.

8. *Learned counsel* of the *workman* argued that his name has been entered in Form 'B' Register as Basdeo Kumhar. The Form 'B'Register is written in English and the concerned workman is not literate person because as per his reply to the chargesheet which has been given on 17-1-92 that he only fixed his L.T.I. and in other paper also he has given L.T.I. It shows that the proceedings of the enquiry which have been conducted in English and Hindi have never been explained to the concerned workman and after completion he has given his L.T.I. In the Voter List which has been filed by the workman relating to enquiry shows that L.T.I. has been taken from the concerned workman, This Voter list cannot be accepted by the Tribunal regarding its contents.

9. As per discussion it shows that the complainant, Dasrath Singh has not been examined as witness and the complaint also not available on which chargesheet was issued to the concerned workman. Moreover, after chargesheet and after enquiry, Ext. M-1 shows also that the enquiry report has not been served before dismissal to the workman and as per Ext. M-5 which violates the principle of natural justice and against the judgement of Hon'ble Supreme Court.

10. Therefore, on the basis of materials available on record, I come to the conclusion that the action of the management in dismissing the concerned workman from service with effect from 18-11-1992 is not justified, hence the concerned workman deserves to be re-instated in service. But since as per records he has already crossed the age of superannuation in the year 2005, the concerned workman is entitled to 75% back wages from the date of his dismissal, i. e.18-11-1992 till the date of superannuation.

In the above manner the award is rendered.

H.M. SINGH, Presiding Officer

नई दिल्ली, 22 अक्तूबर, 2008

का.आ. 3103.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. अलीटालिया एअरलाइंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-2, नई दिल्ली के पंचाट (संदर्भ संख्या 71/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-10-2008 को प्राप्त हुआ था।

[सं. एल-11012/84/98-आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 22nd October, 2008

S.O. 3103.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 71/1999) of the Central Government Industrial Tribunal-cum-Labour Court No.2, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s Alitalia Airlines and their

workman, which was received by the Central Government on 22-10-2008.

[No. L-11012/84/98-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

15th October, 2008

I.D. No. 71/1999

Ref No. L-11012/84/98-IR-C-I dt. 9-3-1999

In the matter of dispute between:

Sh. Shivaji Guha Workman

Versus

M/s Alitalia Airlines Management

CORRIGENDUM

1. That on page -1, in the title of the parties and terms of reference the name of the respondent Company ATLANTIA, be read as ALITALIA.

2. That in page -1 in the Last para end of the second line after the words "That the" and before the Word Services, the words TERMINATION OF, is to be inserted.

3. That in the middle of second para at page-9, -"it is denied that the Claimant is NOT entitled to reinstatement in Job with full back wages or any other benefits or other Compensation or damages. The word NOT is to be omitted.

4. In the IIIrd para from bottom of page-10 the Word 'Proceedins' be read as PROCEEDINGS.

5. Wherever the date of Settlement on page 11 & 12 mentioned as 13-5-1993 be read as 31-5-1993.

C.K. SINHA, Secy. to the Court

नई दिल्ली, 31 अक्तूबर, 2008

का.आ. 3104.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या 137/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-10-2008 को प्राप्त हुआ था ।

[सं. एल-12012/68/1999-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st October, 2008

S.O. 3104.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 137/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India, and their workman, received by the Central Government on 31-10-2008.

[No. L-12012/68/1999-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI R.G. SHUKLA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHRAM BHAWAN ATI CAMPUS UDYOG NAGAR, KANPUR. INDUSTRIAL DISPUTE NO. 137 OF 1999

Industrial dispute between

The Deputy General Secretary
State Bank of India Staff Association SBI Building
Mall Road
Kanpur.

AND

The Assistant General Manager
State Bank of India
Zonal Office
MG Marg
Kanpur.

AWARD

1. The Central Government, MOL, New Delhi, vide notification no. L-12012/68/99-IR (B-1) dated 21-6-99 has referred the following dispute for adjudication to this tribunal.

> "Whether the action of the management of State Bank of India, Kanpur in ordering stoppage of one increment to Sri Sarvesh Kumar Srivastava is legal and justified? If not to what relief the workman is entitled?"

2. It is not necessary to give full facts of the case as the instant case was identified to be decided through Lok Adalat. On 12-9-08, when the case was taken up for discussion in pretrial meeting of LOK ADALAT, tribunal's attention was drawn by the representative for the management towards the application moved by the representative for the union duly supported with an affidavit dated 17-4-08, and it was argued by the representative for the management that from a bare perusal of the application it is quite obvious that the union does not want to press the present claim and therefore has

requested to decide the case as not press. Tribunal has also given its anxious consideration to that application and find force in the arguments addressed upon by the representative for the management. Accordingly, the present dispute is decided as not pressed holding that the workman concern is not entitled for any relief as claimed by the union on his behalf.

3. Reference is answered accordingly against the workman and in favour of the bank.

R.G. SHUKLA, Presiding Officer

नई दिल्ली, 31 अक्तूबर, 2008

का.आ. 3105.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या 56/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-10-2008 को प्राप्त हुआ था।

[सं. एल-12012/233/1997-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st October, 2008

S.O. 3105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/1998) of Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 31-10-2008.

[No. L-12012/233/1997-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI R. G. SHUKLA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHRAM BHAWAN ATI CAMPUS UDYOG NAGAR, KANPUR

INDUSTRIAL DISPUTE NO. 56 OF 1998

In the matter of dispute between

Sri B.P. Mishra
State Bank of India Karamchari Sangh
K-46 Devendra Puri Kidwai Nagar
Kanpur.

AND

The Regional Manager
State Bank of India Region-1
Zonal Office
The Mall
Kanpur.

AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-12012/233/97-IR (B-I) dated 12-4-98 has referred the following dispute for adjudication to this tribunal.

KYA STATE BANK OF INDIA KE PRABANDHIAK DWARA SRI PADAMPAT ATMAJ SRI PRATAP SINGH DRIVER KO DINANK 9-9-96 SE NAUKARI SE NIKALA JANA UCHIT AVAM VAIDHANIK HAI? YADI NAHI TO SAMBANDHIT KARMKAR KIS ANUTOSH KE HAQDAR HAI?

2. A bare look of the schedule of reference order clearly indicates that the union raising the dispute on behalf of the claimant is considering him as Driver and has also assailed his removal from the service of the State Bank of India with effect from 9-9-96 treating him as driver. But the union in paragraph (E) at page 4 of the statement of claim has clearly admitted that on 12-8-94, Sri B.N. Agnihotri a regular and permanent driver of the bank was posted at Pukhrayan Branch of the opposite party bank at the post of driver and he was asked to perform the job of peon cum messenger. The union in its entire statement of claim has not mentioned the mode of payment to the claimant. Thus from the statement of claim and from the schedule it is quite clear that the workman on 9-9-96 was performing the job of driver in the opposite party bank and when he had not worked as such question of termination of the services of the claimant as driver does not arise at all.

3. In the statement of claim it is also pleaded that the claimant was engaged as driver on 22-10-92 and continued as such till 9-9-96, which fact prima-facie appears to be misconceived in the light of the statement given in para (D) and (E) of the statement of claim which are self explanatory and are not in consonance with the schedule of reference order.

4. It may also be pointed out that in the entire statement of claim the fact that the claimant was ever issued any appointment letter for the post of Driver after regular selection process of the bank has not been mentioned.

5. On the contrary the claim of the claimant has been assailed by the opposite party bank on a variety of grounds alleging that the services of the claimant was utilized on need basis and for the services rendered by the claimant bank paid contractual rates on daily rate basis and that there never existed relationship of master and servant between the contesting parties and that on this ground the claim of the union is liable to be rejected. It has also been claimed by the opposite party that the claimant was in the know of the fact from the very beginning that he is an ad-hoc employee of the bank and he has no right to the post.

6. For the reasons discussed above, it is held that the claim of the workman is devoid of merit and is liable to be rejected and is hereby rejected.

7. Reference is answered accordingly against the workman.

R.G. SHUKLA, Presiding Officer

नई दिल्ली, 31 अक्तूबर, 2008

का.आ. 3106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 25/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-10-2008 को प्राप्त हुआ था।

[सं. एल-12012/101/2002-आई आर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st October, 2008

S.O. 3106.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2003) of Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India, and their workman, received by the Central Government on 31-10-2008.

[No. L-12012/101/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI R.G. SHUKLA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHRAM BHAWAN ATI CAMPUS, KANPUR.

INDUSTRIAL DISPUTE NO. 25 OF 2003

Industrial dispute between

Sri Narendra Kumar
C/o Sri O.P. Mathur
117/K-36, Sarvodaya Nagar,
Kanpur.

AND

The Deputy General Manager,
State Bank of India,
Zonal Office,
The Mall,
Kanpur.

AWARD

1. Central Government, MOL, New Delhi, vide Notification No. L-12012/101/2002-IR (B-I) dated 18th, July 2003, has referred the following dispute for adjudication to this tribunal:—

2. Whether the action of the management of State Bank of India in terminating the services of Sri Narendra Kumar Rathor w.e.f. Jan, 1991 and thereafter not considering him for reemployment while reemploying others including the recruitment of fresh hands is justified? If not, to what relief the applicant is entitled?

3. The case of the applicant is that he was appointed by the opposite party in subordinate cadre on June 1988, at banks Regional Office Mall Road, Kanpur, and that he was paid by the opposite party his full wages including allowances. He discharged the duties of peon under the opposite party. It is alleged by the applicant that he was appointed by the Regional Manager, after processing the relevant recruitment rules.

4. The applicant as against the above allegation pleads that he was assured by the authorities of the bank that he will be made permanent and regular but the employer in spite of the fact that there remained regular and permanent post did not offer the same to the workman. The opposite party bank dispensed with the services of the workman with effect from January 1991. It is pertinent to mention here that the date of termination of the workman has not been mentioned in the claim statement filed by him. The opposite party also invited applications from amongst open market and the applicant also applied for the same but he was not called for interview which smacks with malafide on the part of the opposite party and attracts the provisions of unfair labour practice. The workman has also pleaded in his petition that the regional manager at a subsequent stage has assured him that he will be made regular and permanent and that it will be ensured that he should be paid his wages at par to that of regular and permanent employee. It may be noted here that in view of his previous statement made in the opening paragraph of his statement of claim it is quite clear that he was never appointed by the Regional Manager of the Bank as alleged by him.

5. It has further been pleaded by the workman that the opposite party have dispensed with the services of the workman in gross violation of the provisions of Section 25G and H ignoring the vital fact that juniors have been retained in service against the same job and that the opposite party have not provided any opportunity of reemployment at the time of providing fresh engagement to the others for the same job. It has also been pleaded by the workman that the management have dispensed with his services with effect from January 1991, which is highly illegal and unjustified and the workman is entitled to be reinstated in the services of the opposite party bank with full back wages and all consequential benefits along with consequential benefits.

6. As against the claim of the workman the management has filed their written reply disputing the claim of the workman on a number of grounds inter-alia that the

workman has never been subjected for regular selection against any regular and permanent post; that the workman has never been issued any appointment letter in his favour by the competent authority; that there never existed any relationship of employer and employee between the contesting parties; that the workman never performed the work of regular and permanent nature; that the provisions of the Industrial Disputes Act, 1947 are not applicable in the case of the workman as he was never the employee of the bank, that no officer or authority of the bank is empowered to appoint in contravention of recruitment rules. On the basis of above it has been prayed that the claim of the workman is devoid of merit and is liable to be rejected.

7. It may be pointed out that the instant case can be decided there is no need to discuss the evidence oral or documentary lead by the parties as the instant case can be decided only on the basis of pleadings of the parties. It is the own case of the workman that he was appointed by the Regional Manager of the Bank after interview and also it is the case of the workman that the Regional Manager further assured him that he will be given regular and permanent *employment* and that it will be ensured that he be paid regular pay including allowances. This admission on the part of the workman in his own pleadings would go to establish the fact that the workman had never been appointed by the Regional Manager of the bank, nor the workman has filed any such appointment order issued by the competent authority of the bank. In the absence of the same the Tribunal is of the firm opinion that the workman has palpably failed to establish the fact that he was appointed by the competent authority or the Regional Manager of the bank against the post against which he is laying his claim. It also emerges out from the own pleadings of the workman that there never existed relationship of *employer* and employee *between* him and the opposite party bank. Under these circumstances the tribunal has no hesitation in holding that there never existed any relationship of employer and employee between the contesting parties and when it so question of termination of his services by the opposite party or denying reemployment to him by the opposite party does not arise at all. Therefore, the provisions of Industrial Disputes Act, 1947, are not applicable in the case of the workman. Moreover it may be pointed out that the provisions of the Act could not be made applicable in any case ipso facto like that of case of the workman unless it is pleaded that the provisions of service rules have been violated which are analogous to any of the provisions of the Act.

8. Therefore in view of the foregoing discussion it is held that the workman cannot be held entitled for any relief as claimed by him and the reference is liable to be decided against him and in favour of the opposite party.

9. Accordingly it is held that the workman is not entitled for any relief as there is no relationship of master and servant between him and the opposite party and that the provisions of Industrial Disputes Act, 1947, are not applicable in his case.

10. Reference is decided accordingly against the workman and in favour of the opposite party.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 31 अक्तूबर, 2008

का.आ. 3107.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण इरनाकुलम के पंचाट (संदर्भ संख्या 165, 138, 141, 144, 156/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-10-2008 को प्राप्त हुआ था।

[सं. एल-12011/29/2000-आई. आर. (बी-1),
सं. एल-12012/191/2001-आई. आर. (बी-1),
सं. एल-12012/188/2001-आई. आर. (बी-1),
सं. एल-12012/190/2001-आई. आर. (बी-1),
सं. एल-12012/189/2001-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st October, 2008

S.O. 3107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 165, 138, 141, 144,156/2006) of Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 31-10-2008.

[No. L-12011/29/2000-IR (B-1),
No. L-12012/191/2001-IR (B-1),
No. L-12012/188/2001-IR (B-1),
No. L-12012/190/2001-IR (B-1),
No. L-12012/189/2001-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

Friday, the 18th day of July, 2008

ID-165/06, ID-138/06, ID-141/06, ID-144/06 and ID-156/06

ID-165/06

(I.D. 100/2000 of Industrial Tribunal, Kollam)

5. According to the management due to urgent needs several branches of the bank had to engage temporary messengers in leave vacancies purely on temporary basis. Such temporary employees were numerous and they were demanding permanent employment. Their grievance was taken up by the union by making representation to the management. The management entered into a settlement with the union regarding the vacancies of messengers and the modality of absorbing temporary messengers. There was such a settlement in 1987, 1991 and 1995. In the last settlement it was agreed that the panel of temporary employees should be kept alive up to March 1997 and the vacancies that existed up to 31-12-94 should be filled up. There was another agreement between union and bank on 30-07-1996. As per that settlement also the union agreed to recognise vacancies of messengers up to 31-12-94 and to fill up those vacancies out of wait list by 31-03-97. The union cannot turn around and say that after 31-03-97 also the candidates in the wait list should be absorbed. The panel lapsed on 31-03-97 in accordance with the settlement. The head office of the bank had sanctioned 214 posts of messengers. As per the direction of Government of India 25% of the messenger vacancies were to be filled up from among eligible full time general attendance. Out of 214 vacancies after earmarking 25%, the remaining vacancies were 160. Out of it 4 vacancies were reserved for Schedule Tribe candidates. Thus the remaining vacancies available for appointment from the select list was only 156. All the 156 vacancies were filled by appointing candidates from the wait list. The bank has implemented the settlement. The bank has discontinued the service of temporary employees as on 31-03-1997 in terms of the settlement and it is not a retrenchment.

6. In the light of the above contentions the following points arise for consideration :—

1. Are all the candidates in the select list entitled to be absorbed ?
2. Has the management violated the terms of various settlements in the matter of absorption of temporary messengers ?
3. Whether the termination of service of temporary employees legal ?
4. Reliefs.

The evidence consists of oral testimony of WW-1 to and documentary evidence of Exts. W-1 to W-26 on the side of the union and MW 1 and Exts. M-1 to M-17 on the side of the management.

7. **Points No. 1 and 2 :** —State Bank of India engaged temporary employees all over its branches in India to meet urgent needs arising out of leave vacancies, workload etc. In course of time such temporary employees started demanding absorption. The union took up the matter with the management. The management discussed the issues with the union and arrived at settlements at different intervals. The first settlement was on 17-11-'87 (Ext. M1). In the said settlement between the union and the management they agreed to categorise temporary employees into 3 groups according to the length of their services. The 2nd settlement was on 16-07-'88 (Ext. M2). There was slight modification of the first settlement. The 3rd settlement was on 27-10-'88 (Ext. M 3). That too contained only slight modification of the early settlements. The 4th settlement was on 09-01-'91 (Ext. M-4). It was decided in Ext. M-4 settlement to prepare separate panels of temporary employees (scale wagers) and casual employees (daily wagers). It was also decided to consider temporary employees for absorption in vacancies likely to arise up to 31-12-94 and casual employees up to 1995-96. Thereafter there was a conciliation in the presence of Regional Labour Commissioner, Hyderabad on 09-06-95. The minutes of the conciliation proceedings is Ext. M-5. The parties came to an understanding in the said conciliation that strength of messengers will be assessed as on 31-12-94 and all the vacancies till then will be filled up latest by 31-03-97. It was also agreed that both panels of temporary and casual employees will be kept alive till 31-03-97. In pursuance to Ext. M-5 conciliation there was a 5th settlement on 30-07-96 (Ext. M 6). Ext. W 9 is a panel of 223 temporary messengers. Ext. W-10 is a supplementary list of temporary messengers for filling vacancies arising due to dropouts. These temporary employees in Ext. W-9 and 10 were selected after an interview. Though the panel of temporary employees numbering 223 was approved by the head office of the bank for the purpose of absorption the suplementary list of 34 employees were not approved as there were enough candidates in Ext. W9 list (223) to fill up the available vacancies. For the same reason the panel of casual employees was also not approved and it was done in consultation with the union. This can be seen from Ext. M-9. The local head office of the bank at Chennai sanctioned 214 posts of messengers by Ext. M-10 order Ext. M7 is a computer print out prepared at the head office showing the existing number of messengers, permissible number of messengers, surplus or deficit posts up to 31-12-94. As per Ext. M7 as on 31-12-94 the number of messengers in service in the Trivandrum module were 233. The permissible number of messengers were 358 and the deficit was 125. This was the position as on 31-12-94. These 125 vacancies had to be filled up latest by 31-03-97. According to the management out of 125 posts to be filled up 4 were reserved for S.T. candidates and 25% were to be earmarked for general attendance in service of the bank. Remaining alone could be filled up from among the select list. All the 125 vacancies were filled by 31-03-1997. Thereafter approved list of 223 temporary messengers lapsed and none of the remaining candidates in the panel

could be considered for absorption after 31-03-1997.

8. However, according to the union the vacancies were not properly asessed by the management. They flouted the terms of Settlements There were sufficient vacancies of messengers to accommodate all the temporary messengers in Ext. W-9 and 10 panels (223 and 44) The actual vacancy as on 31-12-94 was not 125 but 214. The learned counsel for the union points out the admission of management in Ext. W-23 and 24 letters that there were vacancies still to be filled up as on 31-03-97. Ext. W-23 is a letter from Zonal Office, Chennai which says that 65 vacancies were still to be filled up even after 31-03-97. The Zonal Office by Ext. W-23 was clarifying the position with regard to vacancies and seeking instruction as to the stand to be taken by the bank in O.P. that was pending before Hon'ble High Court of Kerala. Ext. W-24 is a similar letter dated 19-05-97 pointing out the discrepancy regarding vacanciesof messengers reported by Zonal Office and the computer printout of vacancies prepared by local Head Office, Chennai concerning Trivandrum module. While the letter of Zonal Office dated 12-07-1995 referred in Ext. W-24 shows vacancies as 212, the computer printout (Ext. M7) shows vacancies as 125 in respect of Trivandrum module. Hence the Zonal office was seeking clarification by Exts. W-23 and 24 regarding discrepancy concerning vacancies and the stand to be taken by the bank in O.P. It is also contended by the learned counsel for the union that at any rate in view of the contention of the management in the reply statement para 9, that there were 214 sanctioned posts, out of which 25% was earmarked for general attendance, 4 vacancies were reserved for S.T. candidates and the remaining 156 vacancies were filled out of the wait list, the submission now made that there were only 125 vacancies to be filled up to 31-12-94, cannot be countenanced. The union also challenges the contention of the management that 25% of the vacancies is to be set apart to general attendance. The very letters sent from the Zonal Office to local Head Office Exts. W-23 and 24 reveal that someone had gone wrong in calculating vacancies which compelled the Zonal Office to write the above letters to the Head Office. The O.P. was disposed by the Hon'ble High Court of Kerala with a direction to approach the appropriate forum to determine the actual number of vacancies and to settle the issue.

9. The management reiterates that Ext. M7 computer printout showing branch wise strength of messengers in Trivandrum module as on 31-12-94, prepared by local Head Office Chennai, is 125 and it is the correct figure. According to the learned counsel for the management Ext. M-8 circular of the bank described the manner in which the strength of messengers in each branch or office has to be calculated. According to Ext. M-8 circular when strength of messengers is determined in proportion to the staff strength in each office, the augmentation has to be done at the upper end of the slab that is to say if an office is having a staff strength of 6, 12 or 18 the strength of messengers should be 2, 3 or 4. However, according to the learned counsel the Zonal Office, Trivandrum by mistake reckoned the lower end of the slab instead of upper end, for determining the strength of messengers. As a result the strength of messengers was calculated as 212 up to 31-12-94 instead of 125. However the correct figure is 125 only as per Ext. M-7 computer printout. MW-1 the Chief Manager of the bank has given evidence regarding the discrepancy in the calculation of vancancy (pages 7 and 8 of MW-1). It is relevant to note that despite the fact that the union was in possession of Exts. W-23 and 24 documents, which according to the union discloses more vacancies than admitted by the management, they did not point out this fact either in the claim statement or in the rejoinder filed in response to the written statement of the management. Ext. M-6 settlement says that modalities of drawing names from the panel of temporary employees and casual employees would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the union by the circle management. Therefore it was the duty of the management to determine the actual vacancy up to 31-12-94 and intimate the same to the union. This was followed by the management. It is to be noted that the management bank has been liberal in relaxing the norms of recruitment to the post of messengers for the purpose of accommodating the temporary employees. The management does not stand to gain by excluding a few of the candidates in the panel. The union is attempting to take advantage of the discrepancy in letters of the zonal office, Exts. W-23 and 24 and claim more posts of messengers. But the management contends that the number of vancacies mentioned in Ext. W-24 is a mistake and clarifies how it had happened. I do not think that anything is done by the management purposely to deny employment to any one.

10. Yet another contention of the union is that it is against the terms of Bipartite Settlement that the management had earmarked 25% of the vacancy to general attendance. But the management relied on Ext. M-16 and 17 memoranda of the Ministry of Finance that 25% of vacancy of Peons is to be earmarked for general attendance. But the learned counsel for the union submits that the O. Ms. of the department of Personnel and AR is adressed to Ministries and Departments and not to banks. Therefore O. Ms. have no application to banks. Ext. M-16 and 17 O. Ms. of the Government say that 25% of the vacancies of Peons have to be earmarked for sweepers, Farashes, Chowkidars etc. who have put in minimum of 5 years' service. In view of the O. Ms. the bank issued Ext. M-10 circular stating that the Government has issued guidelines to public sector banks that 25% of the vacancies of messengers should be reserved for sweepers, Farashes, Chowkidars etc. The union has produced Ext. W-26 letter of the Ministry of Finance dated 06-08-90 addressed to

Chief Executives of all public sector banks which says that to tackle the problem of temporary employees in public sector banks the Government in consultation with the Ministry of Labour has worked out an approach paper. A copy of the approach paper was forwarded along with Ext. W-26 letter to banks and banks were asked to follow the provisions in the approach paper. The learned counsel on the basis of Ext. W-26 submits that Exts. M-16 and 17 were not addressed to banks unlike Ext. W-26 and therefore the bank cannot resort to the direction in the said O. Ms. and reserve 25% of vacancy to general attendance. It is to be noted that Clause 6(i) of the approach paper attached to Ext. W-26 itself says that the vacancies for absorbing the temporary employees who are finally approved will be identified by the management within the norms prescribed by the Ministry of finance and test/interview will be conducted. Therefore it is not correct to say that Ext. W-26 and the approach paper are the last word regrding absorption of temporary employees.

11. That apart S.B.I. is a public sector bank owned and controlled by Government of India through a Central Board which is constituted as per the procedure laid down in State Bank of India Act, 1955. Section 17 to 20 relate to management of affairs and business of SBI through Central Board, discharge of functions of the bank as guided by directions of Central Government, composition of Central Board, term of office of Chairman, Vice Chairman and Managing Directors. As per the above provisions the Superintendence and direction of the affairs and business of State bank are entrusted to Central Board. The Central Board is guided by the directions of Central Government. The Central Board consists of a Chairman, a Vice-Chairman, one or two management Directors and Directors. All these persons are appointed by Central Government except one Director nominated by Reserve Bank and maximum four Directors from among share holders other than Reserve Bank. As per S. 20 the term of office of Chairman, Vice-Chairman and Managing Directors and Directors are decided by the Central Government except in the case of directors elected from among share holders other than Reserve Bank. Section 24 says that the Central Government is competent to remove Chairman, Vice-Chairman, Managing Director or Directors except the Directors elected by share holders other than Reserve Bank. Section 49 says that the Central Government in consultation with Reserve Bank may make rules to provide for all matters for which provision is necessary for the purpose of giving effect to the provisions of the Act and such Rules shall be notified in the official gazette. S. 50 relates to power of Central Board to make regulations after consulting Reserve Bank and with the previous sanction of Central Government. Matters regarding which regulations are required, are enumerated in sub-clause 2(a) to (u) of Section 50. Thus the provisions of the Act make it clear that State Bank of India is owned and controlled and guided by Government of India. Day to-day affairs are done by the Central Board which is regulated and controlled by Central Government. Hence the contention of the learned counsel for the union, that Ext. M-16 and 17 office memoranda of Government of India are not applicable to the management bank, is without merits. The bank had issued Ext. M-10 circular keeping in view the directions in Ext. M-16 and 17 O. Ms. Whether the Bipartite settlements contain any provision with regard to reservation of vacancy to any particular category of candidates or not, the bank is bound to follow the directions of Government. The management bank has no reason to comply with a direction in an O.M. of Government when it is not meant to banks especially when it is guided and directed by a hierarchy of officials and by Reserve Bank as well as Central Government. Therefore there is no merit in the contention of union that Ext. M-16 & 17 O. Ms, which require bank to earmark 25% of vacancies of messengers to general attendance, are not applicable to S.B.I.

12. The contention of the union, that all the enlisted persons in the panel should be appointed to the post of messengers, is equally untenable. The fact that some of the candidates are selected and enrolled in the panel will not confer on them any right for employment. Since this proposition is not disputed by the union it is unnecessary to go into the decisions cited by the learned counsel for the management, but suffice to merely mention them.

(1) Sankarason Das v. Union of India AIR 1991 SC 1612.

(2) Syndicate Bank v. Sankar Paul (1997) 6 SCC 384

(3) Sanjay B v. Union of India (1977) 1 SCC 283.

As per the settlement the panel of temporary employees lapsed by 31-3-97. Thereafter the remaining candidates in the panel cannot have any right to claim absorption or employment in the management bank. The settlements are binding on both parties. There were 125 vacancies of messengers till 31-12-94 and they were filled up by 31-03-97. The remaining persons in the panel are not entitled for appointment as all the availabie vacancies up to 31-12-94 were filled up. The management has not violated any terms of settlements.

13. **Point No. 3** :—The service of 84 *workmen* were admittedly dispensed with after 31-03-97. This is not disputed. Ext. W-12, 13 and 16 are some of the termination orders. According to the union all the workers had put in continuous service of more than 240 days in an year. But they were terminated without notice and compensation in accordance with the provisions of I.D. Act. According to the management the workers were engaged purely on temporary basis. Whenever their periods of service were completed they were relieved. The management denies continuous service of 240 days. The learned counsel for the management submits that the burden is on the union to prove continuous service of 240 days in order to claim the

benefits of I.D. Act. In support his contention the learned counsel relied on the decision of Hon'ble Supreme Court in Mohanlal v. Bharath Electricals Limited AIR 1981 SC 1261. Exts. W30 is a certificate issued by the management to Sri. Sasidharan stating that he had worked for a period of 1217 days during 01-04-97 to 20-08-2000. Ext. W-15 series contain certificates issued by management to Shri K.S. Sunil regarding his service in bank during different intervals. The last of such certificate is dated 23-10-2000. It shows that he had worked 1151 days during the period 01-04-97 to 20-08-2000. Similarly W 18 series contain certificates regarding service of Sri. G. Soman. Among them certificate dated 23-10-2000 mentions that he had worked 1151 days during the period 01-04-1997 to 20-08-2000. No doubt as per these certificates these 3 workmen had worked continuously for a period of more than 240 days in a year. But it is to be noted that O.P. 9092/97 was pending before the Hon'ble High Court of Kerala filed by these 3 workmen and 12 others claiming absorption in the post of messengers. The O.P. was pending till 22-03-2000. There was a stay order not to terminate the service of these workers. Hence they were continuing as temporary employees. This is clear from the termination order Ext. W 12, 13 and 16. Thus the workmen were continuing in employment as temporary employees during the period 19-97-2000. Hence that period of service rendered on the strength of court order cannot be counted for the purpose of continuous service defined in S. 25-B of I.D. Act. The service during the rest of the periods evidenced by Exts. W3 series, 15 series and 18 series were not continuous but intermittent and none had worked continuously for 240 days during any year much less preceding termination. The service details of remaining 81 employers are not available as they are furnished and the burden is on the workman to prove continuous service. It follows therefrom that they are not entitled to the benefits u/s. 25-F of the I.D. Act. Hence I find that there is no illegality in the termination of their service.

14. **Point No. 4 :-** In views of the above findings it follows that none of the workers are entitled either for absorption or for notice or compensation under Section 25-F of I.D. Act or any other relief.

In the result, an award is passed finding that the action of the management in terminating the services of 83 empanelled temporary messengers is legal and justified and they are not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of July, 2008.

P. L. NORBERT, Presiding Officer.

APPENDIX

Witnesses for the Workman/Union

WW 1	02-12-2003	Sri. P. Sasidharan.
WW 2	06-07-2004	Sri. K. S. Sunil.
WW 3	06-07-2004	Sri. G. Soman.
WW 4	07-12-2004	Sri. V. G. Sidharthan.

Witnesses for the management

MW 1	21-02-2007	Sri. V. J. John

Exhibits for the Union/Workman

W 1	04-11-80	Photostat copy of OM No. 541 issued by the Management to Sri P. Sasidharan
W 2	08-05-81	Photostat copy of service certificate issued by the Management to Sri. P. Sasidharan
W 3	11 Nos.	Photostat copy of service certificates issued by the Management to Sri P. Sasidharan.
W 4	17-11-87	Photostat copy of settlement between union and management.
W 5	16-07-88	Photostat copy of settlement between union and management.
W 6	27-10-88	Photostat copy of settlement between union and Management.
W 7	09-01-91	Photostat copy of settlement between union and Management.
W 8	07-07-89	Photostat copy of O.M. No. 523 issued by management to Sri. P. Sasidharan
W 9	27-02-92	Photostat copy of List containing names of 733 temporary messengers
W 10	13-05-95	Photostat copy of List containing the names of 83 temporary messengers.
W 11	30-07-96	Photostat copy of settlement between union and Management.
W 12	24-08-00	Photostat copy of communication issued by management to Sri P. Sasidharan.
W 13	24-08-00	Photostat copy of communication issued by management to Sri. K.S. Sunil.
W 14	06-10-98	Photostat copy of letter No. Misc. 267 issued by management to Sri. K.S. Sunil
W 15 series(13 Nos.)		Photostat copy of service certificates issued by the Management to Sri K. S. Sunil

W-16	24-8-00	Photostat copy of communication issued by management to Sri. G. Soman.
W-17	3-7-89	Photostat copy of letter No. DGM-12 issued by the management to Sri G. Soman.
W-18	Series	Photostat copy of service certificates issued by management to Sri. G. Soman.
W-19	9-6-95	Photostat copy of minutes of conciliation proceedings before the RLC(C), Hyderabad.
W-20	31-12-72	Photostat copy of page No. 174, 175 and 176 of the staff circulars issued by the management.
W-21	24-4-91	Photostat copy of staff circular N66 (91-92) issued by the General Manager (Operations) State Bank of India.
W-22	24-3-97 Series	Photostat copy of letter No. PER/ SUB/DS/8532 from Local Head Office, State Bank of India and 2 enclosures
W-23	14-5-97	Photostat copy of letter No. PER/ 00218/71 issued by General Manager, Zonal Office, SBI, Trivandrum of the Local Head Office, Chennai.
W-24	19-5-97	Photostat copy of letter No. PER/ 00252/80 issued by the Dy. General Manager, SBI, Zonal Officer, Trivandrum to the Local Head Office, Chennai.
W-25	16-11-05	Photostat copy of letter No. PER:SUB:RM 5605 issued by the Local Head Office, SBI, Chennai to the Zonal Office.
W-26	6-8-90	Photostat copy of letter No. F-3/3/ 104/87. IR of the M/o. Finance, Government of India issued to the Chief Executives of all Public Sector Banks.

Exhibits for the Management

M1	17-11-87	Photostat copy of settlement between union and management.
M2	16-7-88	Photostat copy of settlement between union and management.
M3	27-10-88	Photostat copy of settlement between union and management.
M4	9-1-91	Photostat copy of settlement between union and Management.
M5	9-6-95	Photostat copy of minutes of conciliation before the RLC(C), Hyderabad.
M6	30-7-96	Photostat copy of settlement between union and management.
M7	31-12-94	Computer print out of branch wise strength of messenger in Trivandrum module of SBI issued by the Chennai Circle.
M8	9-11-92	Photostat copy of staff circular No. 28.
M9	5-6-97	Photostat copy of letter No. PER:GB: 1697 issued by the SBI Local Head Office, Chennai to the Zonal Office, Trivandrum.
M-10	27-9-90	Photostat copy of Staff Circular No. 24.
M-11	21-4-97	Photostat copy of minutes of conciliation before the RLC (C), Hyderabad.
M-12	16-2-95	Photostat copy of placement sheet.
M-13	28-2-96	Photostat copy of Letter No. PER:SUB:RM. 8035 issued by the SBI, Local Head Office.
M-14	27-1-07	Photostat copy of Letter No. PER:SUB:RM 7156 issued by the SBI Local Head Office.
M-15	19-5-07	Lr. No. PER/00252/80 issued by the Circle Development Officer, SBI, Chennai to the Zonal Office, SBI, Trivandrum.
M-16	16-1-76	O. M. No. 42015/3/75-Estt(C) of the Department of personnel & AR.
M-17	2-2-77	O. M. No. 42015/1/76-Estt(C) of the Department of Personnel & AR.

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